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Tacoma School District No. 10 Board of Directors and Tacoma Education Association (1985)

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Tacoma School District No. 10 Board of Directors and Tacoma Education Association (1985)

Keywords

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Comments

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TACOMA PUBLIC SCHOOLS

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AGREEMENT

between

**BOARD OF DIRECTORS
TACOMA SCHOOL DISTRICT NO. 10**

and the

**TACOMA EDUCATION
ASSOCIATION**

July 1, 1985-June 30, 1988

Tacoma, Washington

6/88

TACOMA SCHOOL DISTRICT NO. 10

Board of Directors

Mignonne Peterson, President
Norman R. Anderson, Vice President
Betty Drost
Eugene K. Matsusaka
Cathy Pearsall

SUPERINTENDENT OF SCHOOLS

Del Cross

MEMORANDUM OF AGREEMENT

The attached articles constitute a tentative agreement on the successor collective bargaining Agreement and is hereby agreed to by the negotiating team representing the Board of Directors of Tacoma School District No. 10 and the negotiating team representing the Tacoma Education Association. This tentative agreement shall be presented to the parties to this Agreement for a ratification vote.

Negotiators for the Board of Directors
Tacoma School District No. 10

Nail Q. Hanson

Richard Marion

Reuben Kwamme

Wm. Bailey

Negotiators for the Tacoma Education Association

Shannon Heinrich

Dorothy E. Whilliam

Don Juhn

Brian M. Baker

William F. Landall

Karin Godro

Heidi Longman

Colts W. Baker

Leon P. Horne

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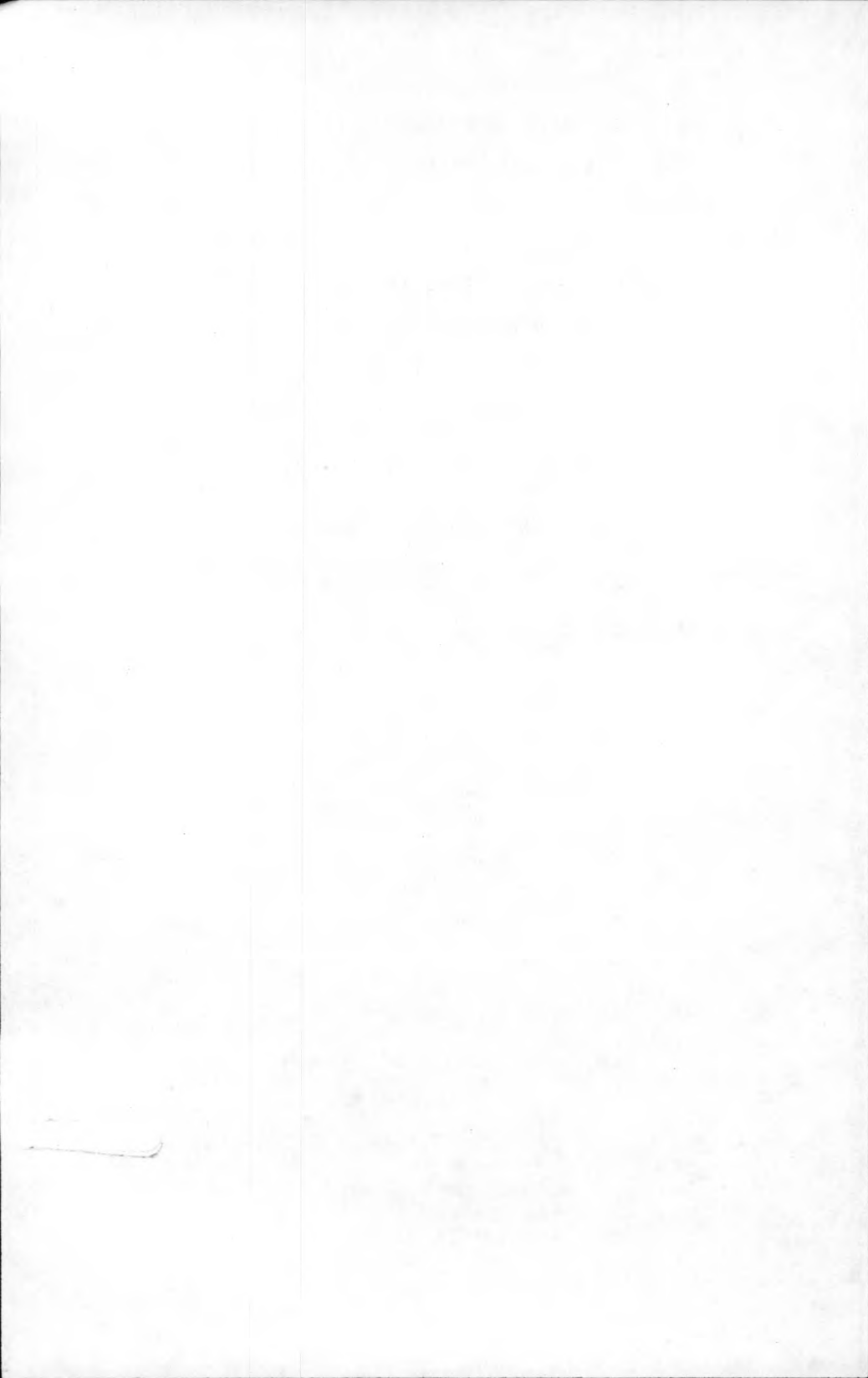
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PREAMBLE

The Board has a statutory obligation to bargain with the Association as the representative of certificated nonsupervisory educational employees as the exclusive bargaining representative on wages, hours and terms and conditions of employment. The following articles of agreement hereto constitute an Agreement by and between the Board of Directors of Tacoma School District No. 10, hereinafter called the "Board," and the Tacoma Education Association, hereinafter referred to as the "Association."

The parties hereto agree as follows:

ARTICLE I CONTRACT IMPLEMENTATION

Section 1. Definitions

Association - the Tacoma Education Association (TEA).

Board - the Board of Directors of Tacoma School District No. 10 or its authorized representatives.

District - Tacoma School District No. 10 or authorized representatives.

Employee (certificated) - certificated nonsupervisory educational employee.

Superintendent - Superintendent of Schools, Tacoma School District No. 10.

Section 2. Recognition

The Board recognizes the Association as the exclusive bargaining representative of all full-time and regular part-time nonsupervisory certificated employees of the District, excluding the Superintendent, Associate Superintendent, other chief administrators of the District, confidential employees, casual substitutes, supervisors, principals, assistant principals, nonsupervisory certificated employees employed in L. H. Bates Vocational-Technical Institute and all noncertificated employees.

Section 3. Duration

The Agreement and each of its provisions is binding and effective as of July 1, 1985, and shall continue in full force and effect until June 30, 1988; provided, however, that each party may reopen three (3) sections of this Agreement by so notifying the other party by May 1, annually.

Section 4. Status of the Contract

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District which shall be contrary to or inconsistent with its terms.

Section 5. Conformity to Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees should be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 6. Rights of the Board

The Board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the state of Washington and/or the United States for the management and operation of the District, subject to the provisions of this Agreement.

Section 7. Distribution of the Contract

Copies of this Agreement shall be printed at the expense of the District within forty-five (45) days after ratification by the Board and the Association and executed by the authorized representatives thereto. A copy of this Agreement will be provided to each employee covered by this Agreement.

Section 8. Reopener Provision

This Agreement may be reopened for amendment only by the mutual consent of the Board and the Association.

Section 9. Bargaining a New Contract

- a. A meeting of representatives of the Association and representatives of the Board will be held once each month, if requested by either party, through February preceding the termination date of this Agreement in order to review implementation of this Agreement and to discuss topics that may eventually require bargaining. Special meetings may be requested to bargain other items mutually agreed upon. Insofar as possible, agenda items shall be exchanged ten (10) days prior to any meetings.
- b. Bargaining will be conducted at times and places mutually agreeable to the negotiators named by each

party, provided the first meeting shall be held within ten (10) school days after March 1.

- c. During negotiations the Board and the Association will present data, exchange points of view, and make proposals and counterproposals. The negotiators for each party shall have the authority to make tentative agreements. However, final agreement shall be contingent upon favorable ratification by the Board and the Association.
- d. Bargaining sessions should be held at least twice a week subsequent to the first meeting unless there is mutual agreement to the contrary. Negotiators on the Association team will be released from school without loss of pay when day sessions are scheduled.
- e. The District shall furnish the following information prepared by the District in whatever form, format and/or title, after it is prepared, upon request by the Association: budget(s), pupil-teacher ratio report, monthly classification report, monthly and annual financial report(s), computer printout of the budget(s), and staff placement on the salary schedules.
- f. Any changes in these procedures shall be made through the process of bargaining as provided herein.

ARTICLE II BARGAINING UNIT PRIVILEGES

Section 10. Association Leaves

- a. The Board agrees to provide a leave of absence with pay to the President of the TEA during his/her term of office. TEA will reimburse the District a sum equal to the salary and all benefits of the President.

Upon return from leave, a President will be considered as if actively employed by the Board during the leave and will be placed on the salary schedule at the level which would have been achieved had no absence occurred. Further, upon return from such leave, the President will be given the same consideration for returning to the position of last assignment as if he or she had been on active duty. If the position of last assignment no longer exists, the employee will be assigned in accordance with Article VII, Section 81.

- b. Up to a total of ninety (90) days of released time per school year with the substitute paid by the Dis-

trict shall be provided to the Association for released time for the Association's following officers and representatives:

- First Vice-President
- Zone Vice-President
- Secretary
- Treasurer
- Members of the Teacher Rights Commission
- Members of the Association Bargaining Team
- Committee and Commission Chairpersons
- Delegates elected to represent the Association
- Head Building Representatives

Requests for such leave shall be made to the Employee Relations Office in advance of the leave. In addition, an employee should notify his/her principal/supervisor at the time of the request. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates RCW 41.59.

- c. Once the ninety (90) days as provided above have been used, the District shall, upon request, grant up to ninety (90) days of additional leave provided that the cost of the substitute shall be reimbursed to the District by the Association. Requests for such leave shall be made to the Employee Relations Office in advance of the leave. The purpose of the leave shall be clearly stated. The leave shall not be granted if the purpose violates RCW 41.59. No more than thirty (30) employees shall be released at one time under item c of this section.

Section 11. Dues Deductions

- a. Upon written authorization, whether for unified membership dues in the Association or equivalent fee, the Board agrees that said sums will be deducted from payrolls and forwarded promptly to the Association. All enrollments and cancellations shall be handled by the appropriate officers of the Association. Cancellation of dues must be received in the business office directly from the officers of the Association. The District shall provide for automatic reinstatement of deduction for Association and Political Unity of Leaders in State Education (PULSE) dues for employees returning from leave --unless cancelled, through written notice by the Association.
- b. The District will deduct the amount specified by the Association for dues if authorized in writing by a regular substitute.

The Association must notify the Superintendent in writing no later than September 1 annually of the cents per day and the maximum number of days that dues will be deducted.

Section 12. Representation Fee

No employee will be required to join the Association; however, those employees who are not Association members but are members of the bargaining unit will have deducted from their salaries a representation fee. The District is authorized to deduct the required amount from each monthly paycheck. The amount of the representation fee will be determined by the Association and communicated to the Business Office in writing. The representation fee shall be an amount less than the regular dues for the Association membership in that non-members shall be neither required nor allowed to make a political (PULSE or NEA-PAC) deduction. The representation fee shall be regarded as fair compensation and reimbursement to the Association for fulfilling its legal obligation to represent all members of the bargaining unit. (Reference RCW 41.59.090).

In the event that the representation fee is regarded by an employee as a violation of their right to non-association, such bonafide objections will be resolved according to the provisions of RCW 41.59.100, and Chapter 391-95-WAC.

The Association agrees to defend, indemnify, and hold the District harmless (suits by the District excepted) against any and all claims, suits, orders, or judgments brought or issued against the District as a result of any action taken or not taken by the District pursuant to proper implementation of this section contingent upon the District's agreement that the Association shall be authorized to defend such suit through an attorney of the Association's own choosing.

Section 13. Building Use

- a. The President and Executive Director of TEA may visit schools at all reasonable times, or the President and the Executive Director of TEA may appoint one designated representative to visit in their place; provided, however, that this shall not interfere with, nor interrupt, normal school operations; and provided further that upon arrival at a school the main office is notified.
- b. The Association may use District school buildings for meetings and to transact official business on school property at all reasonable times as long as the meet-

ing shall not interfere with or interrupt normal school operations.

Section 14. Communications

The Association shall have the sole and exclusive right to communicate with employees represented by the Association through use of employee mailboxes in the building and use of faculty bulletin boards, except as provided by law. In implementing this section the only requirement of the District is to notify each competing organization that the Association has the aforementioned sole and exclusive right.

Section 15. Delivery Service

The District will provide intradistrict delivery service to the Association office consistent with intradistrict delivery service supplied schools and without censorship of content.

Section 16. Faculty Committees

- a. The employees in any school may establish a faculty committee.
- b. The faculty committee may meet and confer with the principal on a monthly basis to review and discuss educational plans and concerns and to make recommendations to the building administrators.
- c. The agenda for the meeting should be given to the principal at least one day in advance.
- d. The agenda and minutes of all faculty committee meetings will be shared with all employees in the building.

ARTICLE III SALARIES AND BENEFITS

Section 17. Salary Guides

- a. The base salary of the salary schedule, while maintaining the current index, shall be \$15,379. (See Appendix II).

- b. New Employees

Employees who are new to the District shall be paid a stipend of .55% of the base salary for each day of orientation.

- c. Hourly pay: There shall be three (3) hourly rates of pay, based upon the salary schedule:
 - 1. When employees are authorized pay as inservice presenters or trainers, the rate of pay shall be 0.14% of the base salary per hour (\$22.00).
 - 2. Summer school and other assignments authorized for pay at an hourly rate shall be paid .11% of the base salary per hour (\$17.00).
 - 3. When employees are authorized hourly pay as a workshop participant, the rate of pay shall be .09% of the base salary per hour (\$14.00).
- d. Prorating of per diem pay for salary computation shall be based on a work day assumed to be eight (8) hours.
- e. For service credit and increment purposes, the equivalent of 90 student days as per the approved calendar on temporary contract or on regular contract shall constitute a year of service and entitles the certificated employees to the normal increments.
- f. For contracted full-time public school teaching experience outside the state of Washington, credit will be granted for up to four (4) years of experience on the salary schedule. For military service, the rate of credit will be one (1) year's experience for every two (2) of military experience, to a maximum of two (2) years.
- g. An employee with an Extra Pay for Extra Work assignment will be paid in accordance with Section 19.

Section 18. Insurance Benefits

a. Coverage

- 1. The District will establish an insurance pool with a total of \$179 per month per eligible employee in the bargaining unit.
- 2. District contributions to the pool will be based on full-time staff in the bargaining unit as defined under basic education definitions and Superintendent of Public Instruction allocations.
- 3. Categorical programs (staff represented by the Association) will "contribute" to the pool in the same amounts and be covered by the same provisions.

4. The District's obligation to insurance benefits is limited to the monies contained within the pool.

b. Long-Term Disability Insurance

The District will pay the full premium for long-term disability insurance for each eligible employee. Participation is mandatory for employees who work at least half time or more.

c. Group Term Insurance

The District will pay the full premium for group term insurance for each eligible employee. Participation is mandatory for employees who work at least half time or more.

d. Vision Insurance

The District will pay the full premium each month for a family vision insurance plan for each eligible employee. Participation is mandatory for each employee who works at least half-time or more. The vision insurance plan shall be the plan recommended by the Insurance Committee.

e. Dental Insurance

The District will pay the full premium each month for a family dental insurance program on the incentive plan for each eligible employee. Participation in the dental insurance program is mandatory for each employee who works at least half-time or more. The District will pay for only one spouse if the dental insurance policy has such a provision.

f. Health Insurance

The District will pay health insurance benefits up to a limit of that amount which would bring the total of all insurance benefits to a maximum of \$224 per month for an employee.

The District and the Association will meet in March to discuss adjustments in the monthly maximum to stay within the monies contained within the pool.

Participation in health insurance benefits is optional and voluntary for each eligible employee. Certificated employees of the District married to each other shall each be considered as separate employees and shall each be eligible for the full benefits.

There shall be four officially designated health insurance plans: Blue Cross, Pierce County Medical, The Group Health Cooperative of Puget Sound, and School Employees Benefit Trust. The annual enrollment period for health insurance benefit plans will be September 1 through October 31. New employees beginning work outside the annual enrollment period will be allowed 30 days from their starting dates to make their choice of health plans. Once chosen, a change to another plan can only take place during the annual enrollment period.

Changes within any plan, however, will be allowed at any time provided the request for change is made in writing to the respective carrier and is in accordance with the rules and regulations of the respective carrier. Complete cancellation of coverage will be allowed at any time upon written request to the business office.

Employees not eligible for a District payment for health insurance benefits will be extended the privilege of payroll deduction of the entire premium provided they meet the requirements of the individual plan.

In the event of a death, divorce or retirement of a spouse, in whose name a policy has been issued, an employee will be allowed 30 days in which to enroll in the health insurance plan.

g. Eligibility

An employee is eligible for insurance benefits if the employee's regular working assignment is half time or more. An employee whose working assignment is for at least half time or more but not full time shall be eligible for a prorated payment for insurance benefits.

h. The pool will be established based upon the official FTE staff on October 1 annually.

i. Supplemental Conditions

Negotiated changes in insurance benefits begin the month following ratification and execution or October 1 annually, whichever is later.

Section 19. Extra Pay for Extra Work

Percent of
Teachers' Base 1985-86

Junior and Senior High School Instructional Leadership/Department Head

A. Instructional Leadership (Sections in Department)	3-5	1.28	197
	6	1.53	235
	7	1.79	275
	8	2.04	314
	9	2.30	354
	10	2.55	392
	11	2.81	432
	12	3.06	471
	*		

*More than 12 sections qualifies the individual for compensation in accordance with item B.

B. Department Head (Personnel in Department)	3-5	5.9	907
	6-10	8.2	1,261
	11-15	9.0	1,384
	16	12.0	1,845

Level IV

High School	Baseball	14.7	2,261
"	Boys Basketball	14.7	2,261
"	Girls Basketball	14.7	2,261
"	Wrestling	14.7	2,261
"	Football	14.7	2,261
	Track (coed)	14.7	2,261

Level III

High School	Boys Soccer	12.7	1,953
	Girls Soccer	12.7	1,953
	Slowpitch	12.7	1,953
"	Winter/Spring Trainer	12.7	1,953
"	Fall Trainer	12.7	1,953
	Boys Swimming	12.7	1,953

Level II

High School	Cross Country (coed)	10.7	1,646
"	Girls Swimming	10.7	1,646
High School	Volleyball (girls)	10.7	1,646
Junior High	Football	10.7	1,646
Junior High	Gymnastics (girls)	10.7	1,646

Level I

Junior High Track (boys & girls)	8.7	1,338
High School Boys Tennis	8.7	1,338
" Girls Tennis	8.7	1,338
" Golf (coed)	8.7	1,338
Junior High Basketball (boys & girls)	8.7	1,338
" Baseball	8.7	1,338
" Slowpitch	8.7	1,338
" Volleyball	8.7	1,338
" Wrestling	8.7	1,338
All-City Boys Diving	10.3	1,583
All-City Girls Diving	7.5	1,152
All-City Junior High Gymnastics	8.7	1,338

Assistant coaches receive 70% of head coaches' pay

Assistant Cross Country	7.5	1,152
High School Athletic Directors	29.4	4,521
Junior High Activity Coordinators	21.4	3,291
Junior and Senior High School Intramural and Special Activity Leadership Program	20.0	3,076
(per school)		

Senior High School Miscellaneous

Annual - Adviser and Business Mgr.	6.0	923
Annual - Editorial Adviser	5.0	769
Band and Marching Group	12.0	1,845
Bookroom	6.0	923
Cheerleader Adviser	10.7	1,646
Debate	8.0	1,230
Drama	10.0	1,538
Drama Assistant	7.0	1,077
Forestry	10.0	1,538
Girls' Club	6.0	923
Glee Club	10.0	1,538
Newspaper - Adviser and Business Mgr.	5.0	769
Newspaper - Editorial Adviser	6.0	923
Orchestra	3.0	461
Social Adviser	6.0	923
Special Leadership	3.2	492
Stage	7.3	1,123
Student Council Adviser	14.7	2,261
Visual Education	6.0	923

Junior High School Miscellaneous

Audio-Visual Coordinator		
Enrollment under 300	1.6	246
Enrollment 300 to 599	2.4	369
Enrollment 600 to 899	3.2	492
Enrollment over 900	4.0	615
Band Director	4.0	615
Cheerleader Adviser	8.7	1,338
Choral Director	4.0	615
Orchestra Director	2.0	308
Special Activity Leadership		
Enrollment under 300	1.6	246
Enrollment 300 to 599	2.4	369
Enrollment 600 to 899	3.2	492
Enrollment over 900	4.0	615
Yearbook Adviser		
Enrollment under 300	3.2	492
Enrollment 300 to 600	4.0	615
Enrollment over 600	4.8	738

Elementary Schools

Audio-Visual Coordinator		
Enrollment under 300	1.6	246
Enrollment 300 to 599	2.4	369
Enrollment 600 to 899	3.2	492
Miscellaneous		225
Outdoor Education Program		
Teacher	1.0	153
Program Coordinator (16 weeks)	15.9	2,445
Special Activity Leadership		
Enrollment under 300	1.6	769
Enrollment 301 to 599	2.4	892
Enrollment 600 to 899	3.2	1,015

Section 20. Travel Allowance

Employees required to use their private automobile to travel on school business or required to attend meetings at a building other than the one to which they are regularly assigned shall be compensated at twenty-four (24) cents/mile or the IRS established rate as of September 1, annually, whichever is less; provided, however, the higher rate shall apply if the IRS rule is withdrawn.

Section 21. Compensation for Required Hearings

When an employee attends a hearing or court proceeding by District request or by subpoena for reason(s) directly related to his or her work on behalf of a District pupil, said employee will be compensated at the hourly rate for the required hours when such hearings occur on noncontract days or time. The employee must notify the Personnel Office prior to the hearing or court proceeding to be eligible for payment.

Section 22. Payments and Deductions of Salaries

a. Method of Payment of Salaries

1. Except for those employees contracted for a number of days which is less than the number normally required for the position, an employee shall be paid in twelve (12) installments consistent with the negotiated salary schedules on the first work day of each calendar month beginning in October.
2. In the event an employee serves less than the full contract year, the amount due shall be computed by crediting the employee with a pro rata of the annual salary for each day contracted (including days absent on authorized leave with pay) and by subtracting therefrom any amounts previously paid.
3. If an employee should die, the estate of that person will not be held liable for any overpayment on contract.

b. Deduction of Salary for Absences

1. Deduction of salary for employee absences not covered by leave with pay is computed at per diem based on the annual salary for each day's absence. This is determined by dividing the contracted salary by the number of days agreed to in the employee's personnel contract.

2. Employees under contract who are unable to report for duty during the first pay period in September because of personal illness shall be placed on the payroll and be paid 1/12 of their annual salary each pay period, as provided above, until all sick leave is exhausted.
3. An employee who does not release his or her substitute in accordance with the approved procedure for releasing a substitute will have 1/2 the substitute daily wage deducted from his or her salary if both the employee and the substitute report for work for the same position and the substitute is not reassigned. In the event there is a malfunction of District equipment, in the absence of the receiving secretary, the employee shall not be held liable for the substitute penalty.

Section 23. Payroll Deductions

- a. Payroll deduction will be provided for salary insurance payments under the Washington National Insurance Company as sponsored by the Association.
- b. The District shall deduct from the employee's salary and make appropriate remittance for the Educational Employees Credit Union. The EECU will be responsible for providing the business office with the proper information/authorization.
- c. A certificated employee returning to the District whose payroll deduction was interrupted will be allowed thirty (30) days after the first day of work to re-enroll.
- d. Payroll deductions shall be provided for the tax-deferred savings plan.
- e. In the event of any overpayments, the business office shall inform the Association or company concerned who will be responsible to refund the overpayment to the concerned party. Underpayments shall be promptly paid by the business office.
- f. Payroll deduction shall be provided for authorized tax-sheltered annuity plans.
- g. The District shall provide for reinstatement of payroll deductions of previous health and dental insurance premium(s) for an employee returning from leave unless cancelled or changed through written notice by the employee. To insure the deductions from the next payroll warrant for an employee return-

ing to work on any of the first ten (10) calendar days of any month, it is necessary for the employee to go to the business office to complete the proper forms on or before the tenth of the month.

Section 24. Tax Sheltered Annuities

The District shall place in each school a list of insurance companies for which tax-sheltered annuity payroll deductions are authorized.

An employee shall have access to the results of the agreed-upon questionnaire which must be completed by each participating insurance company. The results of the questionnaire shall be kept on file in the instructional improvement center at Central.

No new company may sell policies to employees utilizing payroll deductions until the District and the Association mutually agree in writing.

Section 25. Compliance Provision

If the District would be in violation of State law or would incur any penalty or decrease in State support as a result of the compensation and benefits provided herein, the excess compensation and/or benefits provided shall be reduced to the maximum amount legally allowable without the District incurring any penalty or reduction in support. The reduction in compensation shall be made on a prorata basis among all certificated employees who received an increase in compensation under collective bargaining agreements or other contracts entered into on or after the effective date of Chapter 16, Laws of 1981. The reduction in insurance benefits shall be made by reducing the maximum benefit being received by any employee to the point where the District is in compliance with the FTE average specified by law. Any overpayment may be collected from the employee or offset against future payments as determined by the District. If a final and binding decision is made declaring the compensation and benefit limitation provisions of Chapter 16, Laws of 1981, or the appropriation act unlawful, provisions of this contract affected by the ruling shall be reopened and the District and the Association shall renegotiate the provisions in accordance with the law. Negotiations will begin within ten (10) days following the decision. A final and binding decision is a final decision of the Supreme Court of the State of Washington, or a final decision of the Superior Court, State of Washington, in an action in which the District is a party and which is not appealed within the time permitted by law.

ARTICLE IV
RIGHTS OF CERTIFICATED SUBSTITUTE EMPLOYEES

Section 26. Salary and Contract Provisions

The daily rate of substitute teacher pay shall be 0.372% of the base salary rounded off to the nearest dollar. Substitutes working less than four (4) hours shall be paid for one-half day; for four (4) or more hours, the pay will be for a full day. Beginning with the 16th consecutive day in the same assignment, substitutes will be placed on the greater of the base daily rate or the daily rate determined by reviewing their transcripts and verification of experience. Such documents must be received in the Personnel Office or requested pursuant to the District form entitled "Request for Advancement on the Salary Schedule" within 30 days of notification of this requirement by the District. A regular substitute as determined by the PERC decision shall have the rights of the following sections of this Agreement:

1. Preamble
2. Definitions
3. Recognition
4. Duration
5. Status of the Contract
6. Conformity to Law
7. Rights of the Board
8. Distribution of the Contract
9. Bargaining a New Contract
10. Dues Deduction
11. Building Use
12. Delivery Service
13. Salary Guides (items d, e, g only)
14. Travel Allowance
15. Compliance Provision
16. Dissemination of Professional Information
17. Ownership of Materials
18. Calendar - Term of Employment
19. Professional Work Day
20. Planning Periods
21. Staffing
22. Staff Protection
23. Academic Freedom
24. Classroom Observation
25. Covering Classes
26. Grading Practices
27. Documentation of Incidents
28. Teacher Duties and Responsibilities
29. Physical Facilities
30. Itinerant Teachers
31. Job Description
32. Personnel Files
33. Equitable Treatment
34. Grievance Procedure

This section is the only section of this Agreement applicable to substitute employees except as provided herein.

**ARTICLE V
LEAVES**

Section 27. Leaves With Pay

a. Leave Committee

The authority to grant leaves rests with the Board upon the recommendation of the Superintendent. The responsibility for reviewing an application for leave is that of the Assistant Superintendent, Personnel. A leave committee appointed by the Superintendent will make recommendations to the Assistant Superintendent, Personnel, on matters of irregular leave applications referred to the committee by the personnel division. The leave committee shall be appointed annually and shall include at least four (4) designees from a list of seven (7) recommended to the Superintendent by the President of the Association.

b. Sick Leave and Cashout Provisions

1. Employees contracted for a full year (182 days or more) shall be credited with 12 days sick leave at the beginning of each year of employment with the District.
2. Employees who are contracted for less than a full year (182 days) shall receive a proration of the 12 days.
3. The unused portion of sick leave allowance shall accumulate from year to year in accordance with current State law.
4. Sick leave shall apply to illness (including disabilities caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery therefrom), injury and emergencies.

The following conditions apply to emergencies:

- (a) The problem has been suddenly precipitated.
- (b) Pre-planning is not possible.
- (c) Pre-planning cannot relieve the necessity for the employee's absence.
- (d) The problem is not minor or of mere convenience, but of a serious nature.
- (e) Auto trouble shall not be considered an emergency except in case of an accident.

(f) Weather conditions shall not be considered an emergency.

5. Employees claiming sick leave benefits shall certify to the cause of the absence upon return to service. Forms shall be provided by the District for this purpose.
6. Any employee claiming benefits of more than five (5) consecutive school days from accumulated sick leave shall submit a medical report the fifth school day after the first day of illness and every 20 school days thereafter while the illness persists. Forms shall be provided by the District for this purpose. Any employee returning after sick leave of more than five (5) days must have written approval of the District's designated administrator and/or the District's consulting physician.
7. Employees who resign from the District and are rehired shall retain the number of days of accumulated sick leave held at the time of resignation from the District provided that the sick days have not been used while employed by another employer or paid pursuant to the attendance incentive program.
8. An employee, at his or her option, may cash in a maximum of twelve (12) of the eligible unused sick leave days above an accumulation of sixty (60) days, in January of the school year following any year in which the employee has a minimum of sixty (60) days of accumulated sick leave, at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accumulated sick leave. The employee's sick leave accumulation shall be reduced four (4) days for each day compensated.

At the time of separation from District employment due to retirement or death, an eligible employee or the employee's estate shall receive remuneration at a rate equal to one (1) day's current monetary compensation of the employee for each four (4) full days of accumulated sick leave.

No employee may receive compensation for sick leave accumulated in excess of one day per month.

c. Bereavement Leave

1. The Board will allow up to five (5) days of paid bereavement leave at the time of death of any

relative residing in the employee's household and the following family members: spouse, mother, father, daughter, son, siblings, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother and grandchild.

2. The Board will allow up to three (3) days of paid bereavement leave for attendance at the funeral of a sister-in-law or brother-in-law.
 3. The Board will allow one (1) day of paid bereavement leave for attendance at the funeral of an aunt, uncle, nephew or niece. Extensions may be granted by the Assistant Superintendent, Personnel, in extenuating circumstances.
 4. Bereavement leave is nonaccumulative.
- d. Family Illness Leave

Employees shall be granted a leave of absence with pay of not more than three (3) days during a contract year, when such absence is occasioned by the illness of any relative residing in the household of the employee and the following family members which necessitates the presence of the employee: spouse, mother, father, daughter, son or siblings. The employee will certify to the circumstances of the illness upon return to work. Such leave is nonaccumulative and is not to be taken from sick leave.

e. Extraordinary Leave

Extraordinary leave will be granted for up to two (2) days per year and is accumulative to a total of six (6) days. The following conditions apply to extraordinary leave:

1. The employee must call the substitute secretary directly (NOT the recorder) at least twenty-four (24) hours in advance of the absence in order to assure the availability of a substitute. A substitute, if required, must be available; provided, however, these limitations do not apply when extraordinary leave is used for family illness.
2. Leave may not be used to extend a holiday, vacation, or break period or during the first or last five days of the student school year.
3. Leave may not be used for political purposes or en masse meetings/activities.

f. Military Service (National Guard/Reserve Duty) Leave

1. Any employee who is a member of the Washington National Guard or of any organized reserve or armed forces unit of the United States shall be entitled to and shall be granted military leave of absence from his or her employment for a period not exceeding 15 days during each fiscal year.
2. Military leave shall be granted in order that the person may take part in active training duty when required to do so by the military service if such duty cannot be taken during noncontract days.
3. When military leave is granted the employee shall receive his or her regular pay from the District.

g. Jury Duty, Subpoena Leave

1. Leaves of absence with pay are allowed for jury duty. Any compensation received for jury duty performed on contract days will be deducted from the employee's net salary. An employee who is dismissed prior to 12:30 p.m. must report back to his/her assignment.
2. Leaves of absence with pay shall be granted for an employee who is subpoenaed to testify in an official proceeding except as provided below:
 - (a) If the proceeding involves the District and the employee has a direct or indirect interest in the outcome, leave with pay shall be restricted to the first eight (8) employees subpoenaed to testify per specific proceeding. If more than eight (8) employees are subpoenaed, such leave for each additional employee over eight (8) shall be without pay. One designated Association representative shall be granted leave with pay to attend such proceeding upon being subpoenaed and shall not be included within the count of the first eight (8) employees if the proceeding involves the Association.
 - (b) If the proceeding involves self-employment or other employment, leave shall be without pay.
 - (c) Any compensation received while an employee is honoring a subpoena will be deducted from employee's net salary, if it is determined that the employee is entitled to a leave of absence.

- (d) Leaves under this section are only for the portion of the day when attendance is required.

h. Professional Leave

Leaves of absence with pay and with or without reimbursement of certain expenses may be granted to employees for the purpose of attending professional meetings. Requests for such leave shall be on the appropriate form required by the District. Final approval for professional leave is delegated to the Superintendent, or designee, except in the case of leave involving travel outside the state of Washington. Leave involving professional meetings outside the State must be approved by the Superintendent and the Board.

Categories of professional leave which are permitted without salary deductions are as follows:

1. Substitute and necessary expenses paid by the District.

This category applies to employees authorized by the Board to attend educational conferences.

2. Substitute paid by the District; necessary expenses paid by the educator or outside agency.

This category applies to employees authorized by the Board to attend educational conferences in cooperation with outside agencies.

3. Substitute paid by the educator or his/her sponsor; no expenses paid by the District.

This category applies to employees authorized by the Board to participate in important conferences or meetings to represent their local organization. Reimbursement to the District for the cost of a substitute is required.

i. Sabbatical Leave

The purpose of sabbatical leave is to encourage educators to engage in programs of professional improvement by providing them a stipend to help meet a part of the financial outlay involved in advanced study or study-travel involving enrollment in a recognized university or college program. Sabbatical leave may also be granted for the purpose of recuperation to employees who have served in the District 20 or more years.

The following regulations will be followed in granting sabbatical leaves of absence to employees in the District.

1. Any employee desiring sabbatical leave must submit an application to the Superintendent through the building principal or division administrator. The application will specify the reasons and objectives for which leave is requested. The written request shall be submitted to the Assistant Superintendent, Personnel, prior to March 18 of the school year prior to the year for which sabbatical is desired.
2. The employee agrees that the plan as approved shall be followed unless changes are approved in advance by the Assistant Superintendent, Personnel.
3. Sabbatical leaves will be granted for one (1) semester, one (1) or two (2) quarters, or one (1) year.
4. Sabbatical leaves will be granted only to those employees who have served in the District a minimum of seven (7) years and whose work is satisfactory. An employee who has had a sabbatical leave can become eligible for another sabbatical leave after serving an additional seven (7) years in the District. A sabbatical leave of one (1) semester, one (1) or two (2) quarters or one (1) year constitutes a sabbatical leave when considering individual eligibility.
5. An applicant for sabbatical leave must be eligible following the leave for three (3) or more years of service before reaching the age of compulsory retirement.
6. An employee on sabbatical leave will receive one-half (1/2) of the contract salary he/she would have received if he/she had remained on active duty.
7. Seniority service credit and status of an employee on sabbatical leave will not be impaired except as may be provided for elsewhere in this Agreement. The salary of an employee during the period of sabbatical leave will be paid in monthly installments just as though the person were on duty in the District. Sabbatical leave for study entitles a staff member to the normal increments provided that during the authorized leave period at least 22 semester hours or 33

quarter hours of college credit have been earned or study with credit required in a degree program has been performed. Credit requirements for study leave on a quarter or semester basis shall be prorated. Sabbatical for study-travel will qualify if all requirements for the university or college program have been met.

8. An employee receiving salary while on sabbatical leave will not engage in teaching or other remunerative occupation during such period. This does not prevent an employee from furthering his/her education on a teaching scholarship or fellowship.
9. Employees who have been granted sabbatical leaves will return to regular service in the District upon the completion of their sabbatical leaves or an extended leave without pay to study for a period of at least one (1) year. If an employee does not return to regular service with the District at the expiration of the leaves mentioned above, all salary paid during the sabbatical leave will become immediately due and payable to the District. (Note exceptions in item 10.)
10. If an employee should die while on sabbatical leave, the estate of that person will not be held liable for any salary paid while on leave. If a staff member should become permanently disabled while on leave, no repayment of salary paid while on leave will be required.
11. Employees who take sabbatical leave for professional improvement must submit a written report to the leave committee by October 1 following the year of their sabbatical leave. The report shall substantiate the objectives stated in their request for sabbatical leave.

The leave committee will review each sabbatical leave report and either accept or will return the report to the employee concerned for further documentation and/or substantiation of their stated objectives.

The leave committee may make recommendations to the employee and to the District for improvement of the sabbatical leave program.
12. Not more than one (1) percent of the employees covered by this Agreement will be granted sabbatical leaves during any school year.

13. When more than one (1) percent of the employees apply for sabbatical leave, the leave committee will recommend to the Assistant Superintendent, Personnel, sabbatical leave applications which they feel would be most beneficial to the District and should be given priority in the selection of candidates for sabbatical leave.
14. If the maximum number of requests for sabbatical leave has not been reached by the March 18 deadline (see item 1.), further requests will be considered excepting that such requests will not be considered for the first semester of a school year if filed subsequent to July 1, or for the second semester if filed subsequent to January 1.
15. "Years of service" for sabbatical purposes means years of actual service in the District and a "year of service" means a year actually spent in the service to which the employee has been assigned.

These definitions, however, are subject to the following explanation and interpretation:

- (a) A year of service will be counted even though the employee may be absent on account of illness or for some other reason of equal merit for an interval not exceeding one (1) semester in any school year; provided that all other absences during the remaining years of the tenure period are specified and are occasional absences not exceeding a few days.
 - (b) In establishing the tenure period for sabbatical leave, previous leave of absence without pay to study that meet the requirements for advancement on the salary schedule will count as service.
16. An employee returning from sabbatical leave will be given the same consideration for returning to the position of last assignment as if he/she had been on active duty. It will be assumed that the employee wishes to return to the position of last assignment unless he/she notifies the Superintendent of Schools by March 18, prior to the expiration of his/her leave. If the position of last assignment no longer exists, the employee will be assigned in accordance with Article XI.
 17. In the event an employee did not fulfill the sabbatical leave requirements, said employee shall

reimburse the District any monies received. In addition, seniority service credit will not be granted on the salary schedule.

Section 28. Leaves Without Pay

j. Parental and Adoption Leave

1. An employee should notify the personnel office by the end of the fourth month of her pregnancy to assist the Assistant Superintendent, Personnel, in planning for replacement.
2. Parental leave shall apply to male and female employees and shall begin at a time determined suitable by the employee and the attending physician after consultation with the Assistant Superintendent, Personnel, or designee. Insofar as possible, leave shall begin at a time which is consistent with the orderly continuance of the educational program.
3. A female employee shall not be required to leave work during pregnancy but shall be allowed to work as long as she is capable of performing the duties of her job.
4. An employee who is legally adopting a preschool child (four years or younger) may have the privileges of parental leave. The leave shall commence as soon as the child has been released to the care of the adopting parent(s).
5. Parental and adoption leaves may run consecutively for a period not to exceed the end of the next applicable semester/quarter/grading period after eighteen (18) months from the birth, or release, in the case of adoption, of the child.

k. Political Leave

Upon request, employees may be granted political leave in accordance with the following provisions:

1. With three (3) weeks' notice, an employee may be granted up to four (4) weeks of continuous leave without pay for the purpose of campaigning for his/her own election. If the employee is not elected to the political office, the employee shall return to the same position held prior to the leave.
2. If the employee is elected to the office, the Board may return the employee to the same or

mutually agreed upon position until such time that the elected term of office necessitates leaving the teaching assignment. Any employee may hold a political office and continue as an employee as long as it does not interfere with the contractual assignment.

3. The Board may extend to the employee who is elected to a political office a leave of absence without pay for one (1) year or a fraction of a year.

1. **Military Service (Active Duty)**

1. Any employee who volunteers or is inducted or is recalled into active military duty shall be considered to be on a leave of absence without pay for the period of such service not to exceed four (4) years. If he/she requests reemployment within 90 days of honorable discharge from such military service or after having presented other proof of having satisfactorily completed service, he/she shall be reinstated and restored, as nearly as existing circumstances permit, to the position previously held or to a position of like seniority, status and pay; provided, that the Board need not reemploy such person if circumstances have so changed as to make it impossible, unreasonable, or against the public interest to do so; provided further, that this section shall not apply to a temporary position.
2. If a person is not qualified for his/her old position as a result of disability sustained during his/her service, but is nevertheless qualified to perform the duties of another position, under the control of the employer, he/she shall be reemployed in such other position; provided that such position shall provide like seniority, status and pay, or the nearest approximation thereto consistent with the circumstances of the case.

- m. **Other Leaves**

Leaves of absence without pay not to exceed one (1) year may be granted:

1. To employees for the purpose of study or recuperation (recommended by the employee's personal physician and the Superintendent).
2. To employees upon completion of three (3) years of consecutive service or any time thereafter for a program of educational travel approved by the Superintendent or to teach in an exchange program or overseas.

3. A leave of absence without pay for one (1) year of study entitles a staff member to a service increment on the salary schedule provided that during the school year in the leave period at least 22 semester hours or 33 quarter hours of college credit have been earned or study without credit required in a degree program has been performed.
4. The Board may grant leave for a specific purpose recommended by the Superintendent.
5. The Board may authorize an employee to return to work to an available position at a time other than those provided for in paragraph n.2. upon request.
6. Leaves of absence without pay may be renewed for a second year.

n. Supplemental Conditions

1. An employee who returns from leave will be returned to the position of last assignment. If the position no longer exists, the employee will be assigned in accordance with Article XI. An employee on leave who desires a transfer for the next school year must notify the Personnel Office by May 1.
2. Except as provided for in this Section, an employee who returns from leave to active duty may return only at the beginning of an applicable semester, quarter, or, in the case of elementary schools, the grading period; provided, however, that employee on parental or adoption leave must return no later than the beginning of the next applicable semester/quarter/grading period after eighteen (18) months from the birth, or release, in the case of adoption, of the child.
3. An employee granted more than any two consecutive leaves of absence will be assigned in accordance with Article XI.

ARTICLE VI INSTRUCTION

Section 29. Instructional Materials

- a. The Superintendent shall appoint an Instructional Materials Committee. The Committee shall include at least four (4) employees recommended to the Superin-

tendent by the President of the Association. There are no limitations in the appointment of other Committee members. The Committee will be appointed annually.

- b. The Instructional Materials Committee shall recommend procedures for the selection of all instructional materials used in the District. The Committee shall also be available to review instructional materials upon request by any selection committee.
- c. Reading lists for individual teachers or departments shall be compiled by the staff members involved. These lists shall be on file and shall be made available to the Instructional Materials Committee.
- d. The definition of instructional materials will include all materials used by an employee such as books, magazines, pamphlets, programmed materials, tapes, records, films and microfilms.
- e. Any parent, guardian or person having control or custody of any student enrolled in a school may arrange, with the building administrator of that school, a specific time to review and examine all instructional materials of whatever nature, whether audible or visual, used or to be used in any course of instruction in which the student is enrolled except examination materials in advance of the date of examination.
- f. All complaints to the use of any materials must be presented utilizing the Citizen's Request Form and will include the name of the author, title, the publisher, and the objections by pages and items; or in case of materials other than printed materials, written information specifying the precise nature of the objection shall be given. The statement must be signed and identified in such a way that a proper reply will be possible.
- g. When a complaint is received, all appropriate persons will be notified and the time and content of the review process will be established in consultation with such appropriate persons.
- h. An individual student may be excused from using challenged materials after the parent or guardian has completed the Citizens' Request form. The teacher will then assign the student alternate materials of equal merit.

- i. The use of challenged materials by class, school or District shall not be restricted until final disposition has been made by the appropriate review committee. Individuals may be excused from using challenged materials according to the Procedure for Individual Request.
- j. In deliberations of challenged materials the District's Review Committee shall consider the educational philosophy of the District, the professional opinions of other teachers of the same subject and of other competent authorities, reviews of the materials by reputable bodies, the teacher's own stated objectives in using the materials, and the objections of the complainant.
- k. The findings of the Building Review Committee and/or District Review Committee shall be a matter of written record and transmitted to the Superintendent and the administrator for elementary or secondary education who will notify interested parties of the findings.

Section 30. Dissemination of Professional Information

The District will centralize information relating to professional development in the Instructional Improvement Center. The material will be readily available and accessible to employees.

Section 31. Ownership of Materials

- a. The Board recognizes that employees under contract to the District may, in carrying out their professional responsibilities, develop educational materials for use in the school program. It is understood by the Board and the employees that such materials developed as a part of regular employment are the properties of the District. It is also understood that educational materials created during the leisure hours when an employee is not fulfilling contractual duties to the District are the property of the employee.
- b. The District will consult with the appropriate television teachers on the continued use of taped materials, both within or outside the District beyond the school year for which it was originally made.
- c. The Superintendent, or designee, shall insure that the Contractual Agreement form and the Assignment of Copyright Interests form shall be executed between the employee and the District when requested by the Board.

Section 32. Minigrant Program

- a. Forty thousand dollars (\$40,000) shall be budgeted by the Board for minigrants which shall be open to application by employees covered by this Agreement at the building level.
- b. No minigrants shall be made in any school year in which there are individual(s) in the layoff pool generated pursuant to Article XII of this Agreement.
- c. All materials and equipment purchased or produced as a result of a minigrant will remain the property of the District with the first right of use, when reasonable, by the employee responsible for its purchase or production.

Section 33. Special Education

The District and the Association recognize the right of all students to be educated in an environment appropriate to his/her needs.

For students eligible to receive special education and related services, the IEP shall indicate the services to be provided. The inclusion of handicapped students in the regular educational program requires cooperation and communication between regular and special education staff. Prior to the handicapped student's entry into the regular classroom, the receiving teacher shall be provided with information regarding the student's special needs. The regular education teacher is considered as a valuable partner in the MDT and IEP process. Handicapped students who are included in regular classrooms shall be counted in the class count of the regular teacher for the portion of the day they are included in the class. For students placed on interim IEPs, the designated program manager shall be responsible for sharing relevant and appropriate information with the receiving school. If, in the judgment of the regular education teacher, a handicapped student is not profiting from a placement or the student is creating a substantial disruption to the educational process, the teacher may request a meeting of the MDT to discuss the placement, request assistance and/or recommend that consideration be given to modifying the IEP, consistent with federal, state and District rules, regulations and policies.

IEP Meetings

Any employee required to attend an IEP or MDT meeting outside the regular work day shall be compensated at the hourly rate for the accumulated hours rounded off to the nearer thirty (30) minutes. Claims shall be submitted the last working day of November, March, June and August.

Special Education Advisory Council

In order to facilitate the inclusion of handicapped students in the regular classroom, to develop an awareness of the special needs of students with handicapping conditions, and to involve special education and regular education staff in planning activities aimed at the maintenance and improvement of the District's special education program, a Special Education Advisory Committee shall be formed. Proposed changes in the IEP procedure or paperwork shall be reviewed by the Committee prior to implementation. The Committee shall develop recommendations for the purpose of enhancing the education of handicapped students in the least restrictive environment. Membership of the Committee shall include: The Assistant Superintendent, Pupil Personnel Services/designee as chairperson; six members to be selected by the Association with representation from both special and regular education; five members of the District's administrative staff to be selected by the Superintendent, with at least one elementary and one secondary principal; and three parents to be selected by the chairperson, Pupil Personnel Services Advisory Council. The chairperson shall convene the Special Education Advisory Committee no later than October 1. A preliminary report shall be submitted to the Superintendent and the Association by December 15, annually. A final report shall be submitted by March 1, annually.

ARTICLE VII STAFF DEVELOPMENT

Section 34. Staff Development

a. Organization

A Staff Development Council (Council) shall be established and shall hold its first meeting no later than October 1 annually. The Council may consider, but not be limited to, advising the Superintendent on such matters as curriculum improvements, teaching techniques, instructional organizational patterns, in-service training and staff development, pupil testing and evaluation, philosophy and educational goals of the District and research.

- b. The Council may make recommendations to the Superintendent on staff development activities including, but not limited to, the following types of opportunities:
1. Consultant and materials assistance for staff involvement in curriculum innovation and change.

2. Workshop and classes to help staff become more aware of the needs of the individual learner and to acquaint them with teaching learning approaches which will be responsive to these needs.
 3. Specific offerings designed for staff needing to meet State certification requirements.
 4. Special classes to broaden vocational interests.
 5. Workshops and classes to develop more awareness of concerns challenging education of students in an urban society and to improve human relationships.
 6. Activities to assist staff in self-evaluation of professional growth.
 7. Orientation programs for new staff members.
 8. Classes to meet the needs in the area of human relations.
- c. Membership
The Council shall include seven (7) employees recommended to the Superintendent by the Association. The Superintendent may appoint twelve (12) other members to the Council. In addition the Superintendent may appoint lay citizens. The Council will be appointed to staggered terms. The maximum term is two (2) years. Council members may serve consecutive terms.
- d. Subcommittee
The Council shall be authorized to establish task forces for specific projects to allow for those who would be affected by Council recommendations to have an opportunity to be involved.
- e. Individual initiative for suggestions
Interested parties may initiate ideas and suggestions for Council projects.
- f. Rules of procedure
The Council shall establish its own rules of procedure and shall provide for a rotating chairpersonship. The chairperson shall be responsible for the arrangement and conduct of meetings.
- g. Meetings
The Council shall meet at least once a month during the school year.
- h. Information

The Council and its task forces shall be provided access to available District information as provided by law.

- i. Reports
Reports of the Council or any task force established by the Council may include minority as well as majority views.
- j. Financial and other assistance
Beyond financial support for released time for the monthly meetings, the District is not obligated to provide further assistance.
- k. The activities of the Council do not limit the District's initiative in any area including areas that the Council may be studying.

Supplemental Conditions:

The District shall allocate \$225,000 annually of which \$50,000 shall be earmarked for mainstreaming for the purposes of staff development and shall be available on an approved basis to all certificated staff. Staff development monies shall be administered by the Superintendent's designee(s) with input from the Staff Development Council.

Section 35. Curriculum/Program Development

In order to implement the District goals of providing and maintaining an effective program of curriculum/program development and to strengthen the effectiveness of the school principal as an instructional leader, there shall be established a program to carry out these goals.

- a. Each one-half time or more contracted employee covered by the provisions of this contract shall have the opportunity to work up to three (3) days in addition to the regularly contracted days for the purpose of curriculum or program development each school year which, for purposes of this section, shall be defined as August 15 to June 30 annually.
- b. The daily rate of pay for each participant shall be the individual's per diem rate.
- c. The existing guidelines will be the basis for the curriculum development days.
- d. The final plan authorized by the Superintendent shall be announced to the employees.

Section 36. Inservice Day

An employee who participates in an approved program on the Fall State Inservice Day will be paid his or her per diem rate of pay for the day.

Section 37. New Employee Orientation

- a. The District shall establish by October 1 a committee to recommend programs and procedures for new employee orientation. The committee should consider but not be limited to the following:
 1. New employee basic orientation during the first year.
 2. Supervision of new employees during the first year.
 3. Released time for professional assistance.
- b. The committee representing all school levels shall consist of five (5) second year teachers, two (2) experienced teachers, two (2) helping teachers, one (1) representative from personnel, one (1) representative from pupil personnel, a representative from elementary and a representative from secondary administration.
- c. The duration of this committee shall be from October 1 through September 30 annually.

Section 38. New Employee Procedure

The administration shall provide supervision, supportive services, and comprehensive evaluation to help the new certificated employee to succeed in his/her employment.

Section 39. New Employee Orientation Program

The Association will be included in the new employee orientation program.

ARTICLE VIII CONDITIONS OF WORK

Section 40. Calendar - Term of Employment

- a. 1985-86 Calendar

The working days for certificated employees on 182-day contracts shall be between September 3, 1985, and June 17, 1986, inclusive. The following special contract and noncontract provisions shall be included in the 1985-86 school calendar:

September 3--Staff Day
 September 4--First Day of School
 September 18--Fair Day (11:30 a.m. dismissal)
 October 11--State Inservice Day (noncontract - optional day)
 November 11--Veterans' Day (noncontract day)
 November 19-21--Elementary Conference Days (1:00 p.m. dismissal)
 November 22--Elementary Conference Day
 November 27--(2:00 p.m. dismissal)
 November 28-29--Thanksgiving Break (noncontract days)
 December 2--End of First Quarter
 December 23-January 3--Winter Break (noncontract days)
 January 6--School Resumes
 January 20--Martin Luther King Day (noncontract day)
 January 28--End of First Semester
 January 29--Secondary School Staff Day (schools on semester system)
 February 14-17--Presidents' Day Break (noncontract days)
 March 13--End of Second Quarter
 March 13-14--Elementary Conference Days (1:00 p.m. dismissal)
 March 14--Secondary School Staff Day (schools on quarter system)
 March 21--State Inservice Day (noncontract day)
 March 24-28--Spring Break (noncontract days)
 May 26--Memorial Day (noncontract day)
 June 17--Last Day of School (12 noon dismissal)

b. 1986-87 Calendar

The working days for certificated employees on 182-day contracts shall be between September 2, 1986, and June 16, 1987, inclusive. The following special contract and noncontract provisions shall be included in the 1986-87 school calendar:

September 2--Staff Day

September 3--First Day of School

September *--Fair Day (11:30 a.m. dismissal)

October 10--State Inservice Day (noncontract - optional day)

November 11--Veterans' Day (noncontract day)

November 18-20--Elementary Conference Days
(1:00 p.m. dismissal)

November 21--Elementary Conference Day

November 26--(2:00 p.m. dismissal)

November 27-28--Thanksgiving Break (noncontract days)

December 1--End of First Quarter

December 22-January 2--Winter Break (noncontract days)

January 5--School Resumes

January 19--Martin Luther King Day (noncontract day)

January 27--End of First Semester

January 28--Secondary School Staff Day (schools on semester system)

February 13-16--Presidents' Day Break
(noncontract days)

March 12--End of Second Quarter

March 12-13--Elementary Conference Days
(1:00 p.m. dismissal)

March 13--Secondary School Staff Day (schools on quarter system)

*to be announced

March 20--State Inservice Day (noncontract day)

April 13-17--Spring Break (noncontract days)

May 25--Memorial Day (noncontract day)

June 16--Last Day of School (12 noon dismissal)

c. 1987-88 Calendar

The working days for certificated employees on 182-day contracts shall be between September 8, 1987, and June 17, 1988, inclusive. The following special contract and noncontract provisions shall be included in the 1987-88 school calendar:

September 8--Staff Day

September 9--First Day of School

September *--Fair Day (11:30 a.m. dismissal)

October 9--State Inservice Day (noncontract - optional day)

November 11--Veterans' Day (noncontract day)

November 25--(2:00 p.m. dismissal)

November 26-27--Thanksgiving Break (noncontract days)

December 1-3--Elementary Conference Days
(1:00 p.m. dismissal)

December 4--Elementary Conference Day

December 7--End of First Quarter

December 23-January 1--Winter Break (noncontract days)

January 4--School Resumes

January 18--Martin Luther King Day (noncontract day)

January 29--End of First Semester

February 1--Secondary School Staff Day (schools on semester system)

*to be announced

February 12-15--Presidents' Day Break
(noncontract days)

March 15--End of Second Quarter

March 16-17--Elementary Conference Days
(1:00 p.m. dismissal)

March 16--Secondary School Staff Day (schools on
quarter system)

March 18--State Inservice Day (noncontract day)

March 28-April 1--Spring Break (noncontract
days)

May 30--Memorial Day (noncontract day)

June 17--Last Day of School (12 noon dismissal)

- d. In the event the Tacoma Public Schools are closed by the Superintendent, negotiations shall begin within five (5) school days after they are reopened to amend the school year to insure 180 student days. If within ten (10) school days mutually agreeable make-up days are not arrived at, they will be scheduled at the end of the school year.
- e. Employees not assigned to a school/level will have the days above which most closely correlate with the school/level at which the preponderance of their duties are performed.

Section 41. Professional Work Day

- a. Employees assigned to a school shall work a seven and one-half (7-1/2) hour day inclusive of not less than a thirty-minute duty-free lunch period. This shall be considered the professional work day. Employees are also required to attend not more than 15 staff meetings which extend up to 40 minutes beyond the professional work day. This shall not preclude meetings being scheduled during the professional work day.
- b. Staff meetings should be held for the purpose of discussing methods of teaching, discipline, and management and for the consideration of methods for the improvement of the school.
- c. An agenda for staff meetings should be provided to the staff 24 hours in advance. However, additional announcements or items may be added, at any time, to the agenda. Employees may recommend items for the agenda.

- d. School-wide supervision, school activities and control will be shared equitably by all staff members. To this end each employee shall participate on a voluntary basis. The building administrator will establish a procedure to insure equitable participation.
- e. An employee, upon leaving work in the office, may leave his/her place of duty during lunch. An employee may leave his/her assigned building during the work day with the approval of the building administrator or supervisor.
- f. Employees on the Salary Schedule for Teachers who work at the Central Administration Building will work a seven (7) hour day exclusive of lunch. Lunch period will be mutually agreed to by the employee and his or her immediate supervisor.

Section 42. Planning Periods

- a. Being prepared each day to provide their students with worthwhile learning experiences is a major responsibility of classroom teachers. To this end, it is recognized that all employees are required to make adequate preparations for meeting their responsibilities both inside and outside the school day. Planning times shall be provided during the student school day as follows:
 - 1. Secondary teachers with full-time teaching assignments shall have the equivalent of a class period (not less than 45 minutes) each school day to be used for educational planning.
 - 2. All regular elementary classroom and itinerant teachers with full-time teaching assignments shall have a minimum of one hundred sixty (160) minutes per five-day week for the purpose of educational planning. A planning period shall consist of not less than twenty (20) continuous minutes.
 - 3. Elementary planning periods shall be assigned during the student school day and shall be exclusive of elementary conference days, the 30-minute duty-free lunch, recess periods, travel time between assignments, and the statutory thirty (30) minutes before and thirty (30) minutes after the student day.

The District will provide a minimum of one hundred sixty (160) minutes per five-day week for the purpose of educational planning for

elementary special education classroom teachers; one hundred sixty (160) minutes of education planning per five-day week.

4. It is not the intent of this provision to reduce the amount of planning time of those elementary schools which have had more than one hundred sixty (160) minutes of planning time available. Furthermore, it is not the intent of this provision to standardize the planning time for all elementary schools at a minimum of one hundred sixty (160) minutes.
5. All ESA personnel shall have time apart from regularly scheduled interventions for the purpose of planning, consultation and assessment.

Section 43. Staffing

a. Elementary Schools (Grades K-6)

1. Kindergarten teachers will be assigned to schools by the personnel office using a maximum ratio of 27.0 per session.
2. Regular classroom teachers, grades 1-6, will be assigned to schools by the personnel office using a maximum ratio of 27.5 per building.
3. In team teaching situations the same building ratio in paragraphs one and/or two shall prevail.
4. Adjustments in staff to meet these ratios will be based on the class count on the second Friday of the school year. Classes are subject to increase or decrease after the second Friday of the school year due to change in student enrollment in the school except that no split grade elementary classroom shall exceed 28 students and no single grade elementary classroom shall exceed 32 students in 1985-86 school year and 30 students beginning with 1986-87 school year.
5. If class size exceeds 32 in 1985-86 or 30 beginning with 1986-87, adjustments may be made through rearrangement of building staffing, reassignment of students, paraprofessional assistance at a ratio of 1½ hours per day for each student exceeding the class size lid or the assignment of additional certificated staff. Any exception to class size lid provisions shall be made only with the recommendation of the teacher and the principal and the approval of the Superintendent.

6. Each building principal working with his or her staff, shall submit a plan by the second Friday based on staff input for assigning students to regular classes, subject to review and approval by the Superintendent, or designee. No regular class shall have more than 30 students unless recommended by the teacher and the principal and approved by the Superintendent.
7. Learning specialists will not be included in these ratios.

b. Secondary Schools (Grades 7-12)

The senior high schools shall maintain a maximum school ratio of 28 students to one regular classroom teacher. The junior high schools shall maintain a maximum school ratio of 27 students to one regular classroom teacher. The secondary school ratios are determined by dividing the total number of regular students by the total number of regular teachers.

c. Special Education

Special education students shall be assigned to special education teachers as follows: No special education class shall exceed 12 students per hour except learning resource classes, where no class may exceed 16 students per hour. Beginning with the 1987-88 school year, the lid for the number of FTE student contact hours shall not exceed 60 per day. Student contact will be calculated by determining the full-time equivalent number of students assigned to an individual teacher each hour and then adding each hourly count to determine the total for the entire school day. If class size exceeds the lid, adjustments may be made through rearrangement of building staffing, reassignment of students, paraprofessional assistance at a ratio of 2 hours per day for each student exceeding the class lid, or the assignment of additional certificated staff.

These lids may be exceeded with the recommendation of the special education teacher(s) in consultation with the building principal and designated program manager and the approval of the Superintendent.

In the event of a reduction in staff, the class size and lids shall be increased proportionate to the reduction in certificated special education teaching staff by classroom classification.

Substitute aides shall be provided at the request of the teacher when his/her regular aide cannot be present, subject to the availability of a qualified and trained substitute. The District shall endeavor to

maintain a cadre of substitute paraprofessionals to serve handicapped students.

In the event that a special education teacher or Pupil Personnel Services ESA employee feels that his/her work load is inequitable based on student contact hours or the academic and behavioral characteristics of students, he/she may request a peer review. The Peer Review Committee shall consist of the involved employee; the Assistant Superintendent, Pupil Personnel Services/designee; an Association representative; the involved principal or designee; and at the request of the employee, another certificated colleague. The committee is to act as an intermediary agent to problem solve and examine concerns of inequitable workload. The Committee shall meet within 7 calendar days of the request of the employee. The request shall be directed in writing utilizing the Peer Review Request Form to the Assistant Superintendent, Pupil Personnel Services with a copy to the principal and the Association.

Special education teacher caseload information shall be made available to the Association by October 15, February 15 and May 15, annually.

The District shall endeavor to deploy special education teachers and Pupil Personnel Services ESA staff on a fair and equitable basis, considering the handicap severity of students served, degree of itinerancy, direct service responsibilities and total student load. Tentative initial deployment shall be completed by June 1 annually for the following school year with adjustments due to changes in student placement, related services needs, and program location by October 10, annually. Caseload information for all ESA staff shall be made available to the Association by October 15, February 15 and May 15, annually.

d. Learning Specialists

The following staffing classifications are not to be construed as fixed or inflexible. The Board will determine the level of services for the following classifications of learning specialists:

<u>Classification</u>	<u>Staff/1000 Pupils</u>
Basic Skills	.33
Reading Teachers	1.08
Library Services	1.80
Nursing Services	1.02
School Counselors	2.27
Attendance Counselors	.07
MR - Special Adjustment	.74
MR - Developmental	1.12
Adaptive PE	.07
Aurally Handicapped	.67
Visually Handicapped	.09
Orthopedically and Neurologically Impaired	.82
Diagnostic	.07
Therapeutic Learning Center	.41
Nonverbal	.15
Preschool Language Handicapped	.15
"Other" Institutions	.73
School Psychologist	.73
School Social Workers	1.01
Speech and Hearing Services	1.11
Occupational & Physical Therapy	.69
Learning Resource Centers	3.66
Helping Teachers & Specialists	2.01
Academic Assessment Specialist	.02

e. Supplemental Conditions:

1. The inclusion of staffing in this Agreement does not acknowledge that the topic falls inside or outside the scope of bargaining according to RCW 41.59.
2. In the event of a certificated basic education teacher reduction caused by reasons other than a decline in student enrollment, the
 *student/teacher ratios and class size lids may be increased no more than the percentage of the reduction in certificated basic education teachers from the prior school year. In the event that the numbers of basic education certificated teachers are increased for reasons other than an increase in student enrollment, the
 *student/teacher ratios and class size lids shall be reduced no less than the percentage of the

*For purposes of this Agreement, student/teacher ratios and class size lids shall be determined based upon the budget adopted by the Board in August annually.

increase in basic education certificated teachers from the prior school year. Prior to a staff reduction and to adjustments of student/teacher ratios and class lids, the Association shall be provided with all relevant data as to the computation of student/teacher ratios and/or lids. Loss of basic education funding caused by a decline in student enrollment will not affect student/teacher ratios.

Section 44. Traffic Safety Education

Traffic safety education employees who have not received up to three (3) sequence credits for instruction in traffic safety education during the school year shall be given first choice to teach traffic safety education during the fourth (4th) sequence of the school year.

Each employee shall be asked to indicate, in writing, whether they wish to instruct or not instruct, during the fourth (4th) sequence. This shall be accomplished by means of a form letter.

Should vacancies remain unfilled by the above employees, the remaining vacancies shall be filled in order of seniority as defined in Regulation 6155.

Sequence credit will be granted to all employees teaching the fourth (4th) sequence.

Section 45. Staff Protection

a. Preservation of order in the schools:

1. An employee may use such force as is necessary for self-protection from attack or to prevent injury to another person (adult or student).
2. The District shall give priority consideration to the utilization of appropriate security personnel at functions such as athletic events, school plays, concerts, and other school functions, to maintain discipline and order.

- ##### **b. Employees who are threatened with bodily harm by any individual or any group, while carrying out their occupational obligations, shall immediately notify the building principal or supervisor. The principal or supervisor shall notify the Superintendent's office of the threat and take immediate steps in cooperation with the employees to provide every reasonable precaution for their safety. Precautionary steps shall be reported to the Superintendent's office at the earliest possible time.**

- c. Upon determination by the Washington Department of Labor and Industries that an employee has been physically disabled by a job-related injury or illness because of an assault on the employee's person arising out of and/or in the course of the employee's employment, the District will grant the injured employee leave of absence with normal contract pay for the duration of the injury or illness, not to exceed 12 months, with no reduction in accumulated sick leave.
- d. The injured or ill employee shall undergo such medical examinations by qualified examiners as requested by the District. When found fit for duty the employee shall return to duty pursuant to the rules and procedures of and standards set by the Washington State Department of Labor and Industries, except that placement in a position shall be pursuant to the terms of the Agreement; provided, however, the District is authorized to establish a modified duty assignment to accommodate the employee until said employee is released to assume regular duties.
- e. The employee shall, as a condition of receiving benefits under Section 45. c. above, execute an assignment of the proceeds of any judgment or settlement in any third party action arising from such injury or illness in amount of compensation received pursuant to Section 45. c. above, but not to exceed the amount of such proceeds. Such assignment shall be in the form prescribed by the Prosecuting Attorney's Office of Pierce County.
- f. The District shall protect employees by purchasing a standard comprehensive bodily injury and property damage public liability insurance contract in the amount of \$1,000,000 per occurrence.

It is further agreed that the Board will not subrogate its rights to the insurance carrier for any claim paid as a result of a loss occurring while the employees are acting within the scope of their duties as employees, whether such duties were expressed in the employment contract or implied because of the nature of the employment, whether such duties were performed during the regular duty hours or for the extracurricular activities outside of the regular duty hours.

- g. The District recognizes its obligation to provide insurance under RCW 28A.58.425. In the event of a repeal or amendment of that statute during the life of this Agreement, the District agrees to continue in effect the insurance provided under that statute for the remaining life of this Agreement.

- h. It is the personal responsibility of an employee who uses her/his personal automobile in the performance of duties to carry public liability insurance for bodily injury and property damage. The Board cannot be obligated to provide insurance for the employee's vehicle on a first-party basis.
- i. The District shall provide School District psychologists with medical professional liability protection in the amount of \$250,000 per occurrence to a maximum of \$1,000,000 per policy year. In the event that the present coverage for psychologists is cancelled by the insurance carrier, this item is subject to immediate renegotiations.
- j. The District will reimburse an employee for slashed tire(s) and/or damage caused to a vehicle due to forced entry which occurred in the course of his/her employment pursuant to the following conditions:
 - 1. A police report must be filed and a copy of said report must be provided to the principal/supervisor within 48 hours of the incident.
 - 2. The reimbursement shall be subject to a \$1,000.00 maximum reimbursement of actual expenses for each loss.
 - 3. Other vandalism or loss is not covered.
 - 4. If the employee files a claim to his/her insurance carrier, the District will coordinate insurance benefits.
 - 5. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor/principal within thirty (30) days of the loss or damage, or the claim is waived.
 - 6. The total obligation for reimbursement by the District is \$25,000 for each fiscal year.

Section 46. Academic Freedom

As a vital component of academic freedom, employees shall be free to present instructional materials which are pertinent to the subject and levels taught, within the outlines of appropriate course content and within the instructional program.

Employees shall be free to express their personal opinions on all matters relevant to the course content and appropriate to the subject and levels taught, pro-

vided that when this personal opinion is stated the class is so informed. All facts of controversial issues shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety. Employees should notify the administration when intending to cover a controversial topic.

Section 47. Classroom Observation

In order to provide patrons the opportunity to visit classrooms with the least interruption to the teaching process, the following guidelines are set forth:

- a. All visitors to a classroom shall obtain the approval of the building administrator.
- b. The time will be arranged by the building administrator with the classroom teacher's approval.
- c. The teacher shall be afforded the opportunity to confer with the classroom observer before and/or after the observation.

Section 48. Covering Classes

- a. A principal or his/her designee may request employees holding valid teaching certificates to cover classes in cases of emergency or when arrangements for a regular substitute cannot be made either because of a time factor or the unavailability of a qualified substitute.

An emergency is understood to mean a sudden condition or state of affairs calling for immediate action. If it is evident that the emergency will extend beyond one-half hour and if time will permit a substitute to serve at least two hours of the school day, a qualified substitute will be immediately called.

- b. Arrangements for class coverage may be made between teachers with the building principal's approval.
- c. Student teachers and noncertificated personnel may be used to cover classes only in an emergency situation. Except in unusual circumstances, student teachers and noncertificated personnel shall not cover classes other than those to which they are regularly assigned.
- d. The Board agrees that any districtwide effort to use classroom teachers, itinerant teachers, librarians, student teachers, counselors and personnel other than regular substitutes to cover absences of teachers for the purpose of avoiding the usual costs for substi-

tutes shall first be subject to the negotiations process.

Section 49. Grading Practices

The teacher shall have the authority and responsibility to determine grades and other evaluations of students. No grade or evaluation shall be changed by anyone other than the teacher provided that:

- a. It is adequately documented, and
- b. It is based on achievement, and
- c. It is consistent with school and/or District rules.

Section 50. Student Discipline

- a. Student discipline will be enforced fairly and consistently regardless of race, creed, sex or status.
- b. Sufficient cause for discipline will be:
 1. Failure by a pupil to comply with written rules and regulations established by the District; or
 2. Failure by a pupil to comply with the instructions of an employee made within the scope of his/her authority; or
 3. Failure by a pupil to submit to the reasonable disciplinary actions of employees; or
 4. Conduct which materially and substantially interferes with the educational process; or
 5. Failure to identify oneself upon request by an employee in the school building, on school grounds, or at school-sponsored events.
- c. Employees shall have the authority to discipline pupils under their supervision within the following limits:
 1. Employees shall administer discipline pursuant to Federal and State laws and regulations.
 2. An employee may use such force as is necessary for self-protection from attack or to prevent injury to another person.
 3. Corporal punishment should ordinarily be administered only in the presence of the principal or designee. If the principal or designee is not

available within fifteen (15) minutes, corporal punishment may be administered in the presence of another certificated employee; provided that the principal or designee shall be notified of such corporal punishment in writing before the end of the professional workday. No student shall receive corporal punishment in front of other students.

4. Disciplinary Removal from Class or Activity Period: Employees are empowered to exclude students from the classroom or activity area under certain conditions. Employees may exclude a student under their supervision who is creating a disruption of the educational process or who is in violation of the building disciplinary standards.

The student may be excluded for all or any portion of the school day or until the principal or principal's designee and the employee have conferred within the limitations contained herein.

Limitation:

- (a) Except in emergency circumstances as provided in WAC 180-40-290, the employee shall have first attempted one or more alternative forms of corrective actions; and
- (b) The consent of the employee will be required if any excluded student is returned to a particular class or activity from which the student was initially excluded during the same class or activity period (WAC 180-40-235/Regulation 5025.1).

In cases in which a student's conduct substantially disrupts the classroom, a student may be sent immediately to the office by the employee without corrective action.

A definition of the term "substantial disruption" shall be developed as part of each building's standard discipline system.

Discipline Report: In cases in which the employee sends a student to the office, a discipline report pursuant to the District's "Disposition Referral Form" explaining the facts of the misconduct shall be sent to the principal/designee.

The discipline report shall provide descriptions of problem behavior prior to intervention,

punishment or remediation. Documentation of an incident must be sent to the principal or designee as soon thereafter as possible but not later than the end of the professional work day.

5. The employee may, at any time, request in writing that an alternative class assignment, disciplinary contract or specific assistance be provided for a pupil whose conduct or misbehavior warrants a recommendation for change. Such request shall include a documentation of the pupil's problem and a list of the types of corrective action already taken.

d. Administrative Response:

1. When a written report is sent to the principal or other school administrator regarding student discipline, a request for alternative class assignment and/or specific assistance, or recommendation for suspension or expulsion, the principal or school administrator shall respond to the employee in writing concerning the action taken, contacts made with the parents or guardians, and any conditions imposed on the student's return to class.
2. When school authorities endeavor to correct misconduct or misbehavior through counseling and/or conferencing with the pupil and his/her parents, the employee will be notified and be involved upon his/her request.

- e. If, in the employee's judgment, pupil conduct warrants suspension or expulsion of the pupil, the employee shall make written recommendation accordingly to the building administrator. Suspension may also be recommended by the employee when he/she reasonably believes that the pupil is an immediate and continuing danger to himself/herself, other pupils, employees, school administrators or the educational process of the pupil's school. Any recommendation must include specific examples and/or documentation of the disruptive or disorderly conduct.

- f. Special Education Discipline: The District will comply with all pertinent state and federal laws and Board policy when disciplining special education students. Upon request, the regular education classroom teacher directly impacted by a special education student's disruptive behavior will be given input into the Multidisciplinary Team and IEP process and will have his/her concerns considered

prior to the placement or change of placement of a special education student. Within the IEP process, which includes a meeting of the parent, teacher and District representative who is qualified to provide supervise special education services, a plan may be established for the discipline of a specific behavior in order to reach behavior goals. This plan may include removal from school for specified amounts of time as a part of the IEP. The statements of Student Rights, Responsibilities and Regulations are not to be used when following the IEP plan as the IEP itself will prescribe the disciplinary procedures. Either the appropriate school personnel or the parent may request a new IEP meeting if either finds that the plan is not satisfactory or in need of revision. In the absence of a specific IEP discipline plan, all other items of Section 50 will apply.

- g. Assault on Employee: If a student assaults an employee, intimidates by threat of force or violence, or interferes with an employee by use of force or violence, appropriate disciplinary action will be taken. The District will report the incident to the proper law enforcement agency.
- h. Building Discipline Review: School principals will meet with the employees annually to establish and/or review building disciplinary standards and procedures to ensure uniform enforcement of building standards.
- i. Staff Training: The District shall provide annually information to all employees concerning all applicable federal, state and local laws and District rules, regulations and procedures pertaining to student rights, employee rights, due process and the processing of student discipline.

Section 51. Documentation of Incidents

Any incident which will adversely affect the status of a student shall be adequately documented. This should include date, time, place and witnesses. In addition, any other pertinent facts that clarify the incident should be included.

Section 52. Employee Duties and Responsibilities

- a. It is the responsibility of employees:
 - 1. to provide space at home for completion of homework, grading or class preparation should planning time at school be inadequate.

2. to work in accordance with their job description.
 3. to take into consideration the individual differences of students.
- b. Noncertificated personnel will not be used to replace teachers.

Section 53. Physical Facilities

- a. The District shall provide:
1. A minimum of one staff room in each school.
 2. A minimum of one telephone in each school, which will be readily available and for the primary use of teachers.
- b. The District will endeavor to provide suitable facilities for all employees. Facilities will include the following:
1. A work space reasonably free from distractions and interruptions.
 2. A work surface, a locking file and adequate storage space for educational material.
 3. A telephone available for use when confidentiality is required.

Section 54. School Construction

When the District establishes a Building Advisory Committee to develop a bond issue election, the Superintendent shall appoint at least four (4) designees to the committee from a list of seven (7) recommended to the Superintendent by the President of the Association.

When the proposed construction pertains to a particular school, the Superintendent shall appoint at least three (3) members of the school's faculty from a list of five (5) recommended to the Superintendent by the President of the Association to the building planning committee.

There are no limitations in the appointment of other members to the aforementioned committees.

Section 55. Itinerant Teachers

In order for itinerant teachers to be most effective in their duties, it is agreed that their schedules shall include no less than thirty (30) minutes for lunch, and

sufficient time to include walking between their modes of travel and their assigned places of duty when traveling from one assignment location to another.

Section 56. Student Teachers

- a. The teachers in the District acknowledge their professional responsibility to participate in and give leadership to the student teacher practicum.
- b. A teacher shall have taught at least two (2) years before being assigned a student teacher.
- c. A teacher shall have taught at least one (1) year in the District before being assigned a student teacher.
- d. Teachers requesting a student teacher shall make application through their building principal.
- e. Teachers requesting a student teacher will be advised by letter from the personnel office of action on their application.
- f. The cooperating teacher is responsible for the class and the program even though a student teacher may be conducting the class.
- g. Teachers should have only one student teacher a year. Any exception to this practice must be approved by the teacher, principal and the Assistant Superintendent, Personnel.
- h. The District will negotiate with the Association any change(s) in honoraria paid cooperating teachers.

Section 57. Scheduling

- a. Before the District makes any changes to the format (periods per day or semester/quarter) of the secondary schools, the District will notify the Association; the Association shall have ten (10) days to initiate negotiations in accordance with RCW 41.59. In the event the Association does not initiate negotiations, the District shall be free to make said format changes immediately.
- b. Association-initiated changes in format (periods per day or semester/quarter) of the secondary schools shall be subject to negotiations in accordance with RCW 41.59 when negotiations on a successor Agreement are being conducted.

Section 58. Job Description

A copy of "Organization and Staffing" shall be available to all employees in their respective schools and divisions.

Before changes are made to the existing job descriptions within the bargaining unit, the recommendations of the Association will be considered.

Section 59. Building Budgets

The building principal will make the monthly Budget Control Reports available to each employee.

This Report includes:

- a. Annual allocation and changes.
- b. Source of funds (vocational, special education, etc.)
- c. Budget and expenditures to date by category and/or department.

In the development of the annual budget, employees shall submit written requests to the building principal identifying instructional material needs. At the secondary level, departmental requests shall be signed by the department head.

ARTICLE IX PERSONNEL

Section 60. Employee Contract

Each employee employed by the Board shall be issued a personnel contract agreement which shall be in conformity with Washington State law.

The following statement shall be a part of the personnel contract:

"This contract shall be subject to the terms and conditions of any agreement between the District and the appropriate exclusive bargaining representative."

Section 61. Temporary Contracts

- a. A temporary contract may be issued to an employee hired to replace an employee granted a leave of absence by the Board. Each contract agreement shall identify by name the employee replaced and the anticipated duration of leave. Each temporary contract shall be subject to the provisions of this Agreement.

- b. Temporary contracted employees may be assigned to a position which will be most advantageous to the District and shall maintain no claims to a specific position or duties.
- c. A person on temporary contract who has taught in the District for at least ninety (90) days in each of any three (3) school years after September 1, 1980, will be placed into an employment pool. Persons in the employment pool will be hired by the District if a position becomes available for which they are qualified provided there is no one in the layoff pool who is similarly qualified.
- d. In the event an employee on temporary contract is replaced or transferred, a personal conference with the Assistant Superintendent, Personnel, or designee, will be granted, upon request, to that employee. An employee may have a representative of the Association present.

Section 62. Supplemental Contract

Each employee with an assignment listed in Section 19. of this Agreement shall be issued a supplemental contract which shall be in conformity with Washington State law.

An employee who does not desire to continue in the same extracurricular assignment for the following school year will notify the principal in writing by May 15 of the current student school year. The District will provide an appropriate form for this purpose.

If an employee is not to be recommended by the principal to continue in the same extracurricular assignment the following school year, the principal will notify said employee in writing by the end of the current student school year. Such notification will state the reason(s) for the action. The District's decision shall not be made for arbitrary and capricious reasons.

The District is not obligated to offer an extracurricular assignment to an employee who is transferred to another school.

An employee will not be continued in an extracurricular assignment if the assignment is not authorized.

When school assignments are made on the basis of extracurricular program needs, the employee is obligated to continue in the extracurricular assignment for three (3) years. An employee is subject to involuntary transfer if he/she will not continue in that extracurricular assignment during the next three (3) school years when offered by the District.

When a school assignment is made based upon an extra-curricular program need, the employee and the Association will be notified in writing.

No employee shall be involuntarily transferred from a school so that another employee might be transferred into the school based on an extracurricular program need.

Section 63. Personnel Files

- a. The District personnel file(s) on any employee in the possession of the District shall be subject to review at reasonable times by the employee.
- b. Any critical written matter or any commendatory items shall be shared with the employee prior to its inclusion in the employment file and shall be signed or initialed by the employee as proof of knowledge of its entry.
- c. Copies or records of grievances filed by an employee shall not be entered into the personnel file.

Section 64. Cause

An employee will not be disciplined for an arbitrary or capricious reason. Discipline will be for cause. The extent of any disciplinary action will be in keeping with the seriousness of the infraction. A process of progressive discipline will be used. Progressive discipline includes oral warning, written reprimand or suspension as appropriate to the infraction. The employee will receive a copy of any written reprimand.

An employee shall be entitled to have present a representative of the Association during any hearing conducted by the administration or the Board.

This section shall apply only to discipline up to and including suspension for regular employees for infractions in matters not related to job proficiency or competency.

Section 65. Equitable Treatment

The District will not illegally discriminate in applying the provisions of this Agreement.

The Board agrees that it will not discriminate against employees because of their membership or nonmembership in employee organizations.

Section 66. Sexual Harassment

Any employee who has a complaint regarding sexual harassment may file said complaint with the Assistant Superintendent, Affirmative Action, Contract Compliance and Community Relations. The appropriate form may be obtained from this office. A copy of the form is reproduced in Appendix I of this Agreement.

Section 67. Affirmative Action

Affirmative action shall apply to all employees.

The ultimate goal of the plan is to insure the District's compliance with federal and state law.

The Affirmative Action Plan will be applied in modifying the composition of the future work force in the District. Present employees will not be discharged to achieve employment goals but hiring and transfer policies will be modified to achieve equal employment opportunity.

Recommendations for changes in the plan may be made by the Association.

Implementation procedures, goals and timetables will be provided for in the plan.

Copies of the Affirmative Action Plan shall be kept on file in each school and shall be available to employees upon request.

Section 68. Promotion

- a. An employee applying for promotion must completely fill out the application and return it to the personnel office.
- b. After the application has been completed and returned by the employee, the personnel office shall promptly send a "Success Rating" form to each reference listed in the application. When the reference forms are returned, the personnel office will give them a numerical value according to a rating formula.
- c. After it has been established that the employee has met the minimum requirements for an administrative or principal position, an appointment will be given with the screening committee appointed by the Superintendent. The screening committee shall include at least three (3) designees from a list of ten (10) recommended to the Superintendent by the president of the Association. During the interview the candidate shall be questioned and asked to solve problems which

would confront an administrator as well as share his/her philosophy of education.

- d. The personnel office shall then combine the independent interview ratings, together with applicant's success rating forms, formal training and professional experience, into a total rating.
- e. The employee's score will be placed on file in the personnel office where it will be made available to the individual upon request.
- f. The promotion data of the employees, along with their rating scores, shall be placed in an active file for the consideration of the Superintendent when filling administrative vacancies.

ARTICLE X EVALUATION AND PROMOTION

Section 69. Evaluation Procedure

- a. All employees will be evaluated yearly.
- b. Evaluator: Employees shall be notified by November 1 by the administration as to who is responsible for their evaluation. No employee paid on the Salary Schedule for Teachers shall be assigned to evaluate any other employee in the bargaining unit, unless otherwise provided.
- c. A general staff meeting shall be scheduled prior to the beginning of formal evaluation/observations in order to acquaint staff with the process to be followed and answer questions pertaining to the format for the evaluation/observations and the pre- and post-conferences.
- d. An involuntary transfer to a different grade level (K-3, 4-6, 7-9 or 10-12) or subject area or a different building shall be noted on the evaluation record for the first two years. If an employee is assigned to an area other than his/her professional preparation, it may be indicated by the teacher/educational staff associate personnel record during the pre-conference.
- e. All unsatisfactory evaluation/observation ratings shall be explained in writing by the evaluator.
- f. Yearly evaluation/observations of each employee shall be completed no later than May 15.

- g. After an employee has four (4) years of satisfactory evaluations using Form 1 (long form), Form 2 (short form) may be used; provided, however, Form 1 must be used at least once every three (3) years. In addition, an employee or evaluator may request that the evaluation be conducted by using Form 1 in any given school year.
- h. Evaluation Forms:
1. There shall be separate evaluation/observation instruments for classroom teachers and educational staff associates. There shall be a long and short form of the evaluation record available for both classroom teachers and educational staff associates.
 2. Evaluation/observation forms will be made out in triplicate by the evaluator. After discussing the evaluation/observation with the employee, the evaluation/observation shall be signed by the evaluator. A signature by the employee implies only that the employee has had an opportunity to review the written evaluation. In signing the evaluation, the employee does not waive any right to due process, including the use of the grievance procedure.
 3. The employee shall have the right to include a written statement or document as an addendum to the evaluation/observation forms if the employee wishes to do so. The statement shall be stapled to the evaluation/observation record.
 4. The original copy of the evaluation/observation shall be submitted to the Assistant Superintendent, Personnel, for review and placement in respective personnel files. The second copy shall be given to the employee. The third copy shall be retained by the evaluator.
- i. Observations:
1. Prior to formal observations as outlined, an individual pre-conference is required. At this time, the evaluator and the employee will focus on the upcoming observations and share objectives.
 2. All employees newly employed by the District shall be observed within the first ninety (90) calendar days of the commencement of their employment for a period of not less than thirty (30) minutes. Observation material must be completed and distributed following the

procedures prescribed in paragraph 5 of this section.

3. In addition to the observations required herein, the evaluator may make observations at any time during the school year, providing the employee has been notified prior to the observation. An observation worksheet shall be completed following each such observation.
4. During the school year each employee shall be observed for the purpose of annual evaluation at least twice in the performance of his/her assigned duties. Total observation time for each employee for each school year shall not be less than sixty (60) minutes (RCW 28A.67.065). A minimum of one observation for a total observation time of thirty (30) continuous minutes shall be required in connection with the evaluation.
5. Upon completion of an observation or series of observations, the employee shall be provided with a copy of the observation worksheet within three (3) work days of the observation or the last observation in the case of a series. In addition, a series of observations must be completed within a period of six (6) work days.
6. A post-observation conference must be held after the observation(s) in order for both parties to share perceptions and identify avenues for continued growth.
7. The evaluation record shall be filled out only after both required observations have been completed.
- j. A conference between the evaluator and the employee must be held prior to the distribution of the evaluation copies. The purpose of this conference should be for communication and for signing the evaluation record.
- k. An employee placed on probation shall have received an unsatisfactory evaluation on or before January 15.

Section 70. Evaluation Forms

TACOMA PUBLIC SCHOOLS
Long Form Classroom Teacher Evaluation Record

Form 1/Teacher

Name of Teacher _____ School/s _____ Date _____

Assignment (subject/grade level) _____ Transfer:* _____

Professional Preparation* _____ Voluntary ☐

Teaching in subject area of preparation* Yes _____ No _____ Involuntary ☐

Years in Profession* _____ Not applicable ☐

*To be filled out by teacher

AREAS CONSIDERED

S U

<input type="checkbox"/>	<input type="checkbox"/>	Professional preparation and scholarship
<input type="checkbox"/>	<input type="checkbox"/>	Classroom management
<input type="checkbox"/>	<input type="checkbox"/>	Interest in teaching students
<input type="checkbox"/>	<input type="checkbox"/>	Efforts towards improvement
<input type="checkbox"/>	<input type="checkbox"/>	Handling student discipline
<input type="checkbox"/>	<input type="checkbox"/>	Instructional skills

Key—S—Satisfactory; U—Unsatisfactory

☐ Explanation of any unsatisfactory rating attached.

Evaluator's comments: (This section is to address areas of outstanding performance and/or suggestions for improvement.)

Teacher's comments: _____

☐ Teacher's addenda attached

Teacher's Signature _____ Date _____ Evaluator's Signature _____ Date _____

A signature on this summary does not necessarily mean the teacher agrees with the evaluation, but indicates the teacher has participated in the evaluation, has read the analysis and has had an opportunity for discussion. The teacher understands that she/he has the privilege of discussing the content of this evaluation with the Assistant Superintendent, Personnel. The teacher may also attach addenda.

TACOMA PUBLIC SCHOOLS
Long Form Teacher Observation Worksheets

Form 1/Teacher

Name of Teacher _____ School _____ Assignment _____

GENERAL: Use sections I, II, III and IV to evaluate teacher's performance based on daily contacts and activities.

KEY: S-Satisfactory; U-Unsatisfactory;
 NO/NA-Not Observed/Not Applicable

I. Professional Preparation and Scholarship/Knowledge of Subject Matter

A. Demonstrates knowledge of subject matter.

S	U	NO/NA

B. Is committed to education as a profession.

--	--	--

C. Participates in inservice/professional development on a continuing basis.

--	--	--

II. Classroom Management

A. Prepares appropriate written lesson plans.

--	--	--

B. Prepares equipment and materials in advance of lesson.

--	--	--

C. Incorporates homework as part of instructional plans.

--	--	--

D. Maintains physical environment which is most likely to enhance learning.

--	--	--

E. Maintains classroom climate which is most likely to enhance learning.

--	--	--

F. Assists students toward self-discipline and acceptable standards of behavior.

--	--	--

G. Informs students of their responsibilities and of the school rules, regulations and routine announcements.

--	--	--

H. Maintains records including report cards, parent conferences and professional planning.

--	--	--

I. Provides plans for a substitute teacher.

--	--	--

III. Interest in Teaching Students

A. Treats students as individuals in a professional manner.

--	--	--

B. Demonstrates consideration for each student's unique background, characteristics and needs.

--	--	--

C. Treats information in an ethical manner.

--	--	--

D. Makes appropriate use of District resource personnel, such as principal, librarian, P.E. teacher, social worker, counselor, MDT, etc.

--	--	--

E. Makes parent contacts when necessary or required.

--	--	--

F. Assists in maintaining control and enforcing rules throughout the school.

--	--	--

IV. Effort Towards Improvement

A. Responds positively to constructive criticism.

--	--	--

B. Solicits specific suggestions from colleagues and administrators.

--	--	--

C. Demonstrates commitment toward identified building goals.

--	--	--

D. Implements specific suggestions for improvement to meet an adequate level of performance in an identified area(s).

--	--	--

White copy-Personnel; Yellow copy-Building Principal; Pink copy-Teacher

Name of Teacher _____ School _____

CLASSROOM OBSERVATIONS

KEY: S-Satisfactory; U-Unsatisfactory;
NO/NA-Not Observed/Not Applicable

Date #1 _____ Date #2 _____

Preparation for Classroom Observation: Teacher and principal/designated evaluator should meet together to consider points to be emphasized during the classroom observation(s). The observation form may be filled out with the aid of notes made during the classroom observations. Sections V, VI and VII will be used for recording information derived from direct classroom observations. The "1" refers to the first observation, the "2" refers to the second observation. Pre-observation conferences notes may be placed on the last of these worksheets. Additional observations beyond the minimum should be documented on the Observation Summaries worksheet.

V. Handling of Student Discipline

S U NO/NA

- | | | | | |
|--|----|--|--|--|
| A. Shows consistency and fairness in dealing with individual students. | #1 | | | |
| | #2 | | | |
| B. Maintains and incorporates a plan of positive intervention and consequence. | #1 | | | |
| | #2 | | | |
| C. Recognizes disruptive behavior and uses appropriate intervention to redirect this behavior. | #1 | | | |
| | #2 | | | |
| D. Applies classroom rules/standards consistently. | #1 | | | |
| | #2 | | | |

VI. Instructional Skills

- | | | | | |
|---|----|--|--|--|
| A. Assesses previous learning to select objectives which are appropriate to content and learners. | #1 | | | |
| | #2 | | | |
| B. Selects, organizes and uses instructional materials appropriate to students, subject matter and objectives. | #1 | | | |
| | #2 | | | |
| C. Teaches to selected learning objectives. | #1 | | | |
| | #2 | | | |
| D. Monitors student participation and adjusts accordingly. | #1 | | | |
| | #2 | | | |
| E. Focuses attention of the students as appropriate. | #1 | | | |
| | #2 | | | |
| F. Provides activities/assignments which encourage independent learning. | #1 | | | |
| | #2 | | | |
| G. Demonstrates use of commonly accepted principles of learning, e.g., motivation, reinforcement, student participation, etc. | #1 | | | |
| | #2 | | | |
| H. Implements a lesson design which is consistent with the desired learning. | #1 | | | |
| | #2 | | | |

VII. Fulfills conditions of special programs for which they are assigned, i.e., special education, physical education, gifted, etc.

#1			
#2			

Program _____

Teacher's Signature _____ Date _____ Evaluator's Signature _____ Date _____

*This does not necessarily mean the teacher agrees with the evaluation, but indicates the teacher has participated in the evaluation, has read the analysis and has had an opportunity for discussion.

White copy-Principal; Yellow copy-Building Principal; Pink copy-Teacher

TACOMA PUBLIC SCHOOLS
Short Form Evaluation Record
Teacher

Form 2/Teacher

School Year _____

Name of Teacher _____ Date _____

School _____ Transfer: *
 Voluntary ☐
 Involuntary ☐
 Not applicable ☐

Teaching Assignment _____
 (subject/grade level)

Professional Preparation* _____ Years in Profession* _____

*To be filled in by evaluatee

It is the evaluator's judgment, based upon adopted criteria, that this teacher's overall performance continues to be satisfactory in the areas of professional preparation and scholarship, classroom management, interest in teaching students, efforts toward improvement, handling student discipline, and instructional skills during the evaluation period covered by this record.

This record conforms to State statute and with provisions of the negotiated agreement. Dates of formal observations and related activities are as follows:

Pre-Observation Conference
 Dates

Observation
 Dates

Post-Conference
 Dates

_____/_____/_____
 ____/____/____

_____/_____/_____
 ____/____/____

_____/_____/_____
 ____/____/____

Optional Comments: _____

Teacher's Signature _____ Date _____ Evaluator's Signature _____ Date _____

A signature on this evaluation record means that both the teacher and the assigned evaluator have agreed to the use of this form.

☐ Teacher's addenda attached

A signature on this summary does not necessarily mean the teacher agrees with the evaluation, but indicates the teacher has participated in the evaluation, has participated in the pre-observation conference and has had an opportunity for discussion at a post-conference meeting. The teacher understands that she/he has the privilege of discussing the content of the observation period with the Assistant Superintendent, Personnel. The teacher may also attach addenda.

TACOMA PUBLIC SCHOOLS
Long Form Educational Staff Associate Evaluation Record

Form 1/ESA

Name of ESA _____ School/s _____ Assignment _____

Date _____

AREAS CONSIDERED

O S U

ESA as a professional in the special field.

Management of special & technical environment.

Involvement in assisting pupils, parents & educational personnel where appropriate.

Knowledge & skills in special field.

Effort towards improvement.

Key—O—Outstanding; S—Satisfactory; U—Unsatisfactory

The following steps have been adhered to in this evaluation:

1. Preobservation conference. (planning)
 (date) _____
 Points observed _____

2. Formal observation: _____ minutes
 (date) _____
3. Informal observation: _____ minutes
4. Postobservation conference. (analysis)
 (date) _____
 Both parties understand and have discussed the indicators (attached) for each category. Collected data have been examined and interpreted.

List of strengths such as preparation, organization, plans, discipline, materials, staff cooperation, etc.

Evaluator's Comments:

ESA's Comments:

ESA's Signature _____

Date _____

Evaluator's Signature _____

Date _____

The signature on this summary does not necessarily mean the ESA agrees with the evaluation, but indicates the ESA has participated in the evaluation, has read the analysis and has had an opportunity for discussion. The ESA understands that he/she has the privilege of discussing it with the Assistant Superintendent, Personnel. The ESA may also attach addenda to the evaluation.

TACOMA PUBLIC SCHOOLS
Long Form Educational Staff Associate Evaluation Worksheets

Form 1/ESA

Name of ESA _____ School/s _____ Assignment _____

GENERAL: Use sections I, II and III to evaluate performance based on daily contacts and activities.

I. THE ESA AS A PROFESSIONAL

- | | Yes | No | O | S | U | N |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| A Possesses minimum training for provisional or standard certificate, health form, TB certificate. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> |
| B Follows the law as it relates to areas of specialization. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| C Demonstrates awareness of special ESA responsibilities to students, parents, and other educational personnel. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

II. MANAGEMENT OF SPECIAL AND TECHNICAL ENVIRONMENT

- | | | | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| A Maintains environment which is most likely to produce student cooperation and learning. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| B Selects or recommends assessment and nonassessment devices, materials, equipment appropriate to student needs. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C Demonstrates the use, and an understanding of the limitations and restrictions of devices, materials and procedures, etc. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| D Prepares equipment, plans, and materials in advance of assessment counseling or instruction. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| E Makes appropriate use of equipment, materials and resource personnel. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| F Uses comparative and interpretive data. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| G Provides adequate plans for a substitute. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| H Creates an environment which provides privacy and protects student and family information, as mandated by codes of ethics, federal and state regulations, and local school district policies. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

III. INVOLVEMENT IN ASSISTING PUPILS, PARENTS AND EDUCATIONAL PERSONNEL

- | | | | | | | |
|--|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|
| A Consults with other ESA staff, school personnel and parents concerning the development, coordination and/or extension of services to those needing specialized programs. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| B Plans and develops a program to serve the preventive and developmental needs of the school population and the special needs of some students. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| C Interprets characteristics and needs of students to parents, staff and community in group and individual settings via oral and written communications. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| D Cooperates in maintaining control and enforcing rules throughout the school. (Classroom, hall, assemblies, playground.) | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

OBSERVATIONS

Date #1 _____

Date #2 _____

PREPARATION FOR OBSERVATION: ESA and principal/designated evaluator should meet together to consider points to be emphasized during observation(s). The evaluation form may be made out with the aid of notes made during the classroom observations. Section IV will be used for recording information derived from direct observations. The "1" date refers to the first observation, the "2" date refers to the second. Pre-observation notes may be placed on the last of these worksheets.

IV. KNOWLEDGE AND SKILLS IN SPECIAL FIELD

- | | | | | | | | | |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|--------------------------|----|
| A Provides a theoretical rationale for the individual use of various procedures. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | #1 |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | #2 |
| B Relates and applies knowledge, research findings and theory deriving from the ESA's discipline to the development of a program of services. | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | #1 |
| | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | #2 |
| C Designs and conducts a program providing specific and unique services within the ESA's discipline. | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | #1 |
| | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | #2 |

PEB-100 - 000 White copy-Paranomet; Yellow copy-Principal; Pink copy-ESA

Key: O = Outstanding; S = Satisfactory; U = Unsatisfactory; N = Not observed

Name of ESA _____ School/s _____ Assignment _____

IV. KNOWLEDGE AND SKILLS IN SPECIAL FIELD (continued)

Yes	No	O	S	U	N	
						#1
						#2
						#1
						#2
						#1
						#2
						#1
						#2

- D Focuses attention of the students as appropriate or as needed.
- E Demonstrates ability to synthesize and integrate assessment and non-assessment data concerning the student.
- F Demonstrates ability to assist teachers and administrators, where appropriate, to integrate specialized information into the regular curricular program.
- G Develops goals and objectives which will facilitate the implementation of programs and services.
- H Administers assessment procedures, or organizes and prepares those who will administer assessment procedures.
- I Demonstrates understanding of the basic principles of human growth and development.

V. EFFORT TOWARD IMPROVEMENT

Yes	No	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#2
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#1
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	#2

- A** Has effort been made for improvement of skills/competency?
- B** Maintains professional contacts and continuing education in area of specialization.

ESA's Signature*

Evaluator's Signature*

*This does not necessarily mean the ESA agrees with the evaluation, but indicates the ESA has participated in the evaluation, has read the analysis and has had an opportunity for discussion.

PREPARATION/OBSERVATION NOTES

[illegible]

TACOMA PUBLIC SCHOOLS
Short Form Evaluation Record
Educational Staff Associate

Form 2/ESA

Name of ESA _____	School Year _____
School/s _____	Date _____
Assignment _____	Transfer: * Voluntary <input type="checkbox"/> Involuntary <input type="checkbox"/> Not applicable <input type="checkbox"/>
Professional Preparation* _____	Years in Profession* _____

*To be filled in by evaluatee

It is the evaluator's judgment, based upon adopted criteria, that this educational staff associate's overall performance continues to be satisfactory as a professional in the special field, in management of special and technical environment, in involvement in assisting pupils, parents, and educational personnel in knowledge and skill in his/her special field and in efforts toward improvement during the evaluation period covered by this record.

This record conforms to State statute and with provisions of the negotiated agreement. Dates of formal observations and related activities are as follows:

Pre-Observation Conference Dates	Observation Dates	Post-Conference Dates
____/____/____	____/____/____	____/____/____
____/____/____	____/____/____	____/____/____

Optional Comments: _____

ESA's Signature _____	Date _____	Evaluator's Signature _____	Date _____
-----------------------	------------	-----------------------------	------------

A signature on this evaluation record means that both the educational staff associate and the assigned evaluator have agreed to the use of this form.

☐ **ESA's addenda attached**

A signature on this summary does not necessarily mean the educational staff associate agrees with the evaluation, but indicates the educational staff associate has participated in the evaluation, has participated in the pre-observation conference and has had an opportunity for discussion at a post-conference meeting. The educational staff associate understands that she/he has the privilege of discussing the content of the observation period with the Assistant Superintendent, Personnel. The educational staff associate may also attach addenda.

OBSERVATION SUMMARIES

Name of Teacher/ESA _____ School _____

[illegible]

Name of staff member _____ School _____

Area(s) considered _____

Explanation	
-------------	--

Suggestions for improvement _____

Evaluator's Signature/Date

Section 71. Probation Procedure

When an employee's evaluation shows an unsatisfactory rating(s), the following procedures shall be followed:

Step 1: The evaluator will call to the attention of an employee when the employee's rating(s) is(are) unsatisfactory. The evaluator and the employee shall work together to resolve the unsatisfactory condition(s) at this level.

Step 2: If, in the judgment of the evaluator, the matter is not being resolved at Step 1, then the situation will be reduced to writing and given to the employee, with a copy sent to the Assistant Superintendent, Personnel. That letter shall identify the deficiencies and note steps taken to resolve the problem. Having been so notified of the possibility of being placed on probation, the employee may request a meeting with the appropriate Personnel administrator. The meeting will be held within five (5) days of the request.

Step 3: If, in the judgment of the Assistant Superintendent, Personnel, the matter is not being resolved at Step 1 or Step 2, or if the Assistant Superintendent, Personnel, after insuring that reasonable efforts have been made to assist the employee, deems the situation to be of such nature that it be referred to the Superintendent immediately, the Assistant Superintendent shall summarize the situation, in writing, to the Superintendent, with a copy to the employee.

Step 4: If, in the judgment of the Superintendent, the matter has not been resolved at Steps 2 or 3, and the employee's performance is still deemed unsatisfactory, the Superintendent may place the employee on probation by following the procedures listed below:

- a. The employee may be placed on probation by the Superintendent on or before February 1 and shall be notified in writing of stated areas of deficiencies along with recommendations for improvement.
- b. The evaluator shall meet with the employee at least twice per month to supervise and make written evaluation of progress of the employee.
- c. The evaluator may authorize one additional employee to evaluate the probationer and to aid the employee in improving his/her areas of deficiency. No employee paid on the Salary Schedule for Teachers shall participate in the probationary process unless mutually agreed to by the probationer and the evaluator.
- d. The probationary status may be lifted at any time if satisfactory improvement of stated deficiencies has been documented.

**ARTICLE XI
ASSIGNMENT AND TRANSFER**

Section 72. Terms

- a. Qualifications, Experience and Preparation: As defined in Section 76.
- b. Category: A specified category as found in Section 76.
- c. Vacancy: Any newly created position to be filled or any previously existing or continuing position to be filled to which no incumbent is assigned.

Section 73. Procedure

- a. An employee who is assigned to a vacancy after the fourth Friday of the school year will be assigned on a temporary or tentative basis. A vacancy will be advertised for the following school year pursuant to Section 72. b. The Association will be notified in writing of temporary or tentative assignments.
- b. The second Staff Bulletin of each month, starting with March and continuing until the end of the school year, shall contain a listing of all anticipated vacancies for the next school year by school and by subject or grade. In addition, no later than June 1, annually, the Personnel Office shall make available to all employees a current listing of anticipated vacancies which includes any additional factors affecting the vacancies such as extracurricular assignments, program needs (team teaching, etc.), and staff balance (sex, age or race).
- c. The Assistant Superintendent, Personnel, shall send to each building, for posting, a list of all certificated positions in the District by March 1. An employee interested in any certificated position in which they have a specified category where required, shall complete the form sent out by the personnel office and should return it to that office by April 15. Such requests shall be considered when filling vacancies until the fourth Friday of the next school year or until the employee accepts a transfer, whichever first occurs.
- d. After the close of the regular school year, notification of any new position will be sent to the Association. Applications shall be accepted by the personnel office for at least ten (10) days from the date of notification.

- e. Transfers and assignments within the District shall be in accordance with the following staffing needs:
 - 1. Program needs of the school, including course offerings and extracurricular assignments.
 - 2. Balance of staff (sex, age, race).
- f. When transferring employees, the following criteria shall be followed:
 - 1. Employees shall be considered for placement if qualified only within the staffing categories which they selected pursuant to Section 75.
 - 2. Where two (2) or more applicants within the applicable staffing category are determined to be qualified, preference shall be accorded to the employee having the greatest length of service in the District, according to Section 77.a.1.
- g. An involuntary transfer will be made only in case of emergency, change in enrollment, staffing needs, District needs, or to prevent undue disruption of the instructional program. Seniority within category shall be used to select the employee for an involuntary transfer.
- h. An employee who has been involuntarily transferred or displaced after the beginning of the school year shall be reassigned pursuant to items e. and f.
- i. Any administrator who is transferred to an employee position shall be entitled to all rights established under the Agreement.
- j. The provisions of this section shall not be applicable to vacancies arising after application of the layoff and recall provision of this agreement; provided, however, that vacancies that arise after the fourth Friday of the next school year following an application of the layoff and recall provision will be filled on a temporary or tentative basis.

Section 74. Supplemental Conditions

- a. The building principal has the responsibility to recommend department heads to the Assistant Superintendent, Personnel. In arriving at a recommendation, the principal shall consider the input of the department members.
- b. Every effort shall be made to avoid requiring a secondary teacher to teach in more than two subject areas, or teach more than three preparations.

- c. Assignments within a building shall be made by the building principal subject to the approval of the Superintendent or designee.
- d. Summer school, adult education and traffic safety education shall be filled after careful consideration of the following in this order and priority: certification, qualification for the position, length of service in the school system. Traffic safety, not in conflict with this policy, is also covered by Regulation 6155. Possible vacancies, by teaching areas, for summer school, adult education and traffic safety education shall be advertised in the Staff Bulletin by May.

ARTICLE XII LAYOFF AND RECALL

In the event of a staff reduction, the Superintendent's staff shall develop a list of employees to be retained by the District to fill the positions and to provide the services that will be offered by the District for the ensuing school year. The following criteria will be applied in the order in which they are listed to the staff in developing the list of employees to be retained.

Section 75. Selection of Staffing Categories

- a. The District will send each employee a Staffing Categories selection form by the first Monday in November.
- b. Each employee must complete the form and return it to the personnel office by the second Friday in December; provided, however, an employee may determine not to return the form if said employee does not want to make any change in his/her prior selection form.

An employee shall identify each of the staffing categories within which he/she wants to establish layoff and recall rights.

The staffing category choices are final after the second Friday in December.

Section 76. Staffing Categories

- a. Teaching Staff - Elementary Level (Head Start-6):
 - 1. Certification:
An employee shall possess an appropriate valid Washington State teaching certificate other than a temporary or emergency certificate, that authorizes the holder thereof to teach at the elementary level.

2. Qualification:

For a teaching position an employee must have had experience as a regularly contracted teacher at the elementary level, or student teaching at the elementary level, or an official major on the official transcript in elementary education. In addition, for a position in music, an employee must have at least 24 quarter hours of study or a minor on the official college transcript or a minimum of 12 quarter hours of credit on the official transcript with at least 50% of one (1) full student school year or equivalent of experience in teaching music at the elementary level. In addition, preference for a position of reading specialist in the elementary school will be given to an employee who has a valid State of Washington Professional Education Certificate for Educational Staff Associate (ESA) Reading Resources, or who is in the process of obtaining the certification. In addition, preference for a position of librarian or media specialist will be given to an employee who has successfully completed a program in library/media science or who is in the process of taking/completing such a program.

b. Teaching Staff - Secondary Level (7-12)

1. Certification:

An employee shall possess an appropriate valid Washington State teaching certificate, other than a temporary or emergency certificate, that authorizes the holder thereof to teach at the secondary level.

2. Qualification:

For the subject area in which 50% or more of the employee's time will be devoted, said employee must have an official major or official minor on the official transcript in that subject area, or must have had experience as a regularly contracted employee in that subject area, or must have had student teaching in that subject area, or must have at least twenty four (24) quarter hours in that subject area.

c. Supportive Staff (Head Start-12)

1. Definition:

The supportive staff shall include psychologists, counselors, nurses, communication disorder specialists, physical therapists, occupational therapists, librarians and other areas of special certification whose positions are not supported

in whole or in part by excess cost apportionment funds.

2. Certification:

An employee shall possess the special credential or certificate required for the particular position.

d. Special Education Staff (Head Start-12)

Definition:

The special education staff shall include teachers of special education and other areas of special certification whose positions are supported in whole or in part by excess cost apportionment funds. An employee must satisfy the qualification criteria for the position required by WAC 392-171-685 or as revised.

Section 77. College Preparation

Among those who meet the certification and qualification criteria set out for an elementary, secondary, supportive, or special education position, only those persons with 210 quarter hours of college credit recorded in the personnel office as of April 1 of the current school year will be considered for the position. Ties shall be broken by application of the tie breakers set out below.

Section 78. Tie Breakers

a. Seniority Tie Breaker:

1. When more than one (1) employee qualifies, the employee with the most seniority shall receive the position. Seniority shall be the total years of service as determined by:

(a) The number of years of service granted upon last entry into the District.

(b) One (1) additional year of seniority shall be granted for each year of service thereafter that meets the criteria for advancement on the salary schedule.

b. Preparation Tie Breaker:

If two (2) or more employees are tied after applying the seniority tie breaker, then the employee with the greatest number of credits recorded in the personnel office as of October 1 of the current school term shall receive the position.

c. Final Tie Breaker:

If two (2) or more employees are still identical after applying the tie breakers 1 and 2, then layoff shall be by lot.

Section 79. Layoff

- a. All employees for whom no position is available shall be placed in the District layoff pool. An individual may remain in the layoff pool for no more than two (2) school years (ending August 31) following his/her layoff.
- b. Notice shall be given in the manner and at the time required by law to every employee who is affected by the layoff.
- c. Under such terms and conditions as may be imposed by the various insurance carriers, individuals in the District layoff pool may continue all or part of their group insurance benefit programs by payment, in advance, of the premiums for such insurance. Arrangements shall be made through the business office.
- d. All individuals in the layoff pool shall, upon request, be placed on the substitute teacher list following layoff and shall receive priority consideration for substitute assignments.
- e. Individuals in the District's layoff pool shall receive priority consideration for assignment to temporary contracted positions. The acceptance of a temporary contracted position shall not remove the individual from the District layoff pool.

Section 80. Recall

- a. As positions become available, the District shall reinstate qualified individuals from the layoff pool, using the same criteria specified above.

An individual in the layoff pool who has less than 210 quarter hours of credit will be eligible for recall to positions within their designated category only where there is no individual in that category in the layoff pool who has 210 or more quarter hours of credit.

The District may hire new employees only where there is no individual in the layoff pool who meets the certification and qualification criteria specified herein for the available position.

- b. Individuals who obtain additional certification, qualifications or college preparation while in the layoff pool shall be entitled to update their records with the personnel office. An individual in the layoff pool may change his/her designation of categories during the first week in December of each year. In filling a vacancy, the most recent category designation and certification, qualification and college preparation information on file in the personnel office shall be determinative.
- c. An individual in the layoff pool shall have twenty-four (24) hours to respond following actual notice by telephone, telegraph, in person, or in writing of an offer of recall. If the individual fails to respond, his/her name shall be passed over for the position. If the individual fails to respond a second time to an offer of recall, his/her name shall be placed at the bottom of the seniority list for the layoff pool in the categories designated.
- d. An individual in the layoff pool shall have the right to reject one offer of recall. If an individual in the layoff pool rejects a second offer of recall, his/her name shall be placed at the bottom of the seniority lists for the layoff pool in the categories designated.
- e. Where a position offered for recall has been rejected by all of the qualified individuals in the layoff pool, the District shall assign the position to the qualified individual holding the lowest position on the appropriate seniority list. Failure to accept such assignment shall constitute forfeiture of all recall rights.
- f. The District will notify the Association, in writing, of all employment offers made to individuals in the layoff pool and the final outcome of such offers.

Section 81. Displacements Following Layoff

- a. The District will attempt to maintain each employee who is retained in his/her current school or field or level or position; provided, however, that all employees retained are subject to reassignment within their specified categories. The District will transfer an employee to a different staffing category only if said employee has selected another staffing category and would be laid off in his or her current staffing category.
- b. All authorized positions not held by an incumbent, after application of the criteria, shall be deemed

vacant and shall be posted for a period of ten (10) days for filling from the retained employees. An applicant shall rate each position sought as a first, second, third, etc., choice.

At the expiration of the posting period, all applicants among the retained employees shall be considered for the positions for which they applied within the staffing categories previously chosen. The positions shall be filled based on the criteria listed in Section 73, items e. and f., of this Agreement; provided, however, that no transfer shall be made under this Section which will cause a vacancy to exist which cannot be filled by a member of the retained staff within his/her designated staffing category under Section 76 of this Agreement.

Section 82. Affirmative Action

In implementing this Article of the Agreement, adjustment shall be made as needed to assure that the current percentage of minority employees will be maintained.

Section 83. Transition Provision

The rights of employees placed in the District layoff pool prior to the execution of this Agreement by the parties shall be governed by the provisions of Article VIII of the previous collective bargaining Agreement up to the date of the execution of this Agreement. Employees remaining in the layoff pool on the date of execution of this Agreement shall be governed thereafter by the provisions of this Agreement. The provisions of this Article shall be applicable to the layoff and recall of employees placed in the District layoff pool after the execution of this Agreement by the parties.

ARTICLE XIII GRIEVANCE PROCEDURE

Section 84. Definition

A grievance is a claim based upon an alleged violation of this Agreement, written District policies, regulations and rules adopted by the Board or unfair and inequitable treatment of an employee by an administrator.

Section 85. Procedure

Grievances shall be processed as rapidly as possible; the number of days indicated at each step shall be considered as maximum, and every effort shall be made to expedite the process. Time limits under unusual circumstances may be extended by mutual consent.

LEVEL I - An employee with grievance shall discuss the grievance first with his/her immediate administrator. Every effort shall be made to solve the grievance at this level in an informal manner.

If the grievance is not resolved informally, it shall be reduced to writing and presented to the immediate administrator. Within three (3) school days after the written grievance is presented, the administrator shall render a decision thereon, in writing, and present it to the grievant.

Level II - If the aggrieved employee is not satisfied with the disposition of the grievance at Level I, or if no decision has been rendered within three (3) school days after the presentation of the grievance, he/she may file the grievance in writing on the grievance form with the Superintendent, with a copy sent to the immediate administrator and to the Association. The Superintendent, or designated representative(s), shall represent the administration at this level of the grievance procedure. Within five (5) school days after receiving the written grievance, the Superintendent, or designated representative(s), shall meet with the aggrieved in an effort to resolve the grievance. If a Level II grievance is not filed in writing with the Superintendent within five (5) school days after a Level I decision has been received in writing, then the grievance shall be waived. The decision from Level II shall be in writing and delivered to the aggrieved employee.

Level III - If the aggrieved employee is not satisfied with the disposition of the grievance at Level II, or if no decision has been rendered within five (5) school days after the meeting with the Superintendent, or designated representative(s), the employee may file a Level III grievance in writing on the grievance form with the President of the Board, with a copy sent to the Superintendent, the immediate administrator and the Association. If a Level III grievance is not filed in writing within five (5) school days after a decision at Level II has been received in writing, then the grievance shall be waived. The president of the Board shall review the grievance appeal and shall determine whether or not a Level III grievance appeal shall be held. If the Level III grievance appeal is not held, the president of the Board shall reply to the grievant in writing within five (5) days. The decision of the Board shall be final in all grievances except those arising out of alleged violation of this Agreement.

Level IV -

- a. If the aggrieved is not satisfied with the disposition of the grievance at Level III, the grievant

may, within five (5) school days after the decision is rendered, request in writing to the Association with a copy to the Board, that the grievance be submitted to arbitration.

- b. The Association may, within ten (10) school days after the receipt of the request, submit the grievance to arbitration by so notifying the President of the Board, in writing, with a copy of the request sent to the Superintendent; provided, however, that only those grievances based upon an alleged violation of this Agreement shall be subject to arbitration. If a particular grievance is based upon an alleged violation of this Agreement and unfair and inequitable treatment, then only that portion based upon the alleged violation of this Agreement shall be subject to arbitration.
- c. The Association shall request a list of arbitrators from the Federal Mediation and Conciliation Service. The District and the Association will select an arbitrator by alternately striking names from the list until an arbitrator is determined.
- d. The arbitrator shall confer promptly with the representatives of the Board and of the Association, review the record of prior meetings and hold such further hearings as deemed necessary.
- e. The arbitrator will have authority to hold hearings and make procedural rules. Findings will be issued within a reasonable time after the date of the close of the hearings or, if oral hearings have been waived, from the date the final statement and evidence are submitted to the arbitrator.
- f. The arbitrator's findings shall be submitted in writing as soon as possible to the Board and to the Association and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator's decision shall be consistent with existing statutes and shall be binding on both parties.
- g. Any costs for the services of the arbitrator shall be shared equally by the District and the Association.
- h. Fees which are charged by an arbitrator for cancelling or postponing an arbitration hearing shall be paid by the party who initiates the cancellation or the postponement, unless the District and the Association mutually agree to other arrangements in reaching a settlement to the grievance.

Section 86. Supplemental Conditions

- a. At each step of the procedure for adjusting grievances, the employee may be accompanied by a designated representative of the Association. Any person(s) who might contribute to resolution of the grievance may be requested by the employee and/or the official representative.
- b. When a grievance hearing is held at Level II or Level III and the grievance involves an immediate supervisor, the supervisor shall be present if requested by the grievant.
- c. Exclusive representation for a grievant shall be through the Association except for an employee who may elect self representation.
- d. There shall be no reprisal by the Association, the District or its employees by reason of the involvement of any person in the grievance procedure.
- e. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration.
- f. A grievance may be lodged by the Association.
- g. Certain grievances which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the immediate administrative supervisor shall be initiated at Level II of the grievance procedure. A copy of the grievance shall be provided the immediate supervisor.
- h. If a formal grievance is not filed within 65 school days of the act or the creation of the condition on which the grievance is based, then the grievance shall be waived.
- i. The arbitrator shall have no power or authority to rule on any of the following:
 1. The termination of services of or failure to re-employ any provisional employee.
 2. The termination of services or failure to re-employ any employee to a position on supplemental salary schedules.
 3. Any matter involving employee probation procedures, discharge, nonrenewal, adverse effect or reduction in force.

4. Any matter involving sexual harassment.
- j. The Board agrees to furnish the Association upon request of a designated representative such information which may be necessary to process any grievance or complaint.

AGREEMENT

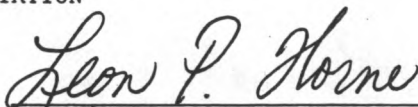
This Agreement is made and entered into this 27th day of June, 1985, by and between Tacoma School District No. 10 and the Tacoma Education Association.

TACOMA SCHOOL DISTRICT NO. 10



President

TACOMA EDUCATION ASSOCIATION



President



Registered Agent

ARTICLE XIV

MEMORANDUM OF UNDERSTANDING BETWEEN TACOMA SCHOOL DISTRICT NO. 10 AND THE TACOMA EDUCATION ASSOCIATION CONCERNING ESA EVALUATION

This Memorandum of Understanding is entered into by Tacoma School District No. 10 (District) and the Tacoma Education Association (Association), as representative of certificated, nonsupervisory employees of the Tacoma School District, who do hereby agree that the following provisions for an ESA Evaluation Committee shall be established. The parties have agreed that the provisions set forth herein shall expire on August 31, 1986. The Agreement between the parties is as follows:

An ESA evaluation committee will be established. The committee shall consist of five (5) members selected by the Association and five (5) members selected by the District.

The committee will make recommendations and suggestions upon which the members of the committee agree to the Superintendent and the Association no later than March 1, 1986, or the provisions of this section shall be void.

MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10
AND THE TACOMA EDUCATION ASSOCIATION
CONCERNING MAINSTREAMING

This Memorandum of Understanding is entered into by Tacoma School District No. 10 (District) and the Tacoma Education Association (Association), as representative of certificated, nonsupervisory employees of the Tacoma School District, who do hereby agree that the following provisions for mainstreaming shall be established. The parties agree that the provisions setforth herein shall expire on June 30, 1987.

During the 1985-86 school year, pilot projects designed to facilitate the inclusion of special needs students in the regular classroom shall be implemented in one high school, two junior high schools, and three elementary schools. The Building Assistance Team model or an alternative model which involves building-based special education and regular education collaboration shall provide the framework for the pilot projects. The program shall be administered by the office of General Administration with input from the Staff Development Council, the Assistant Superintendent, Pupil Personnel Services, or designee, and the Special Education Advisory Committee. The District will identify the participating schools by October 15, 1985. An evaluation design shall be developed by the office of Research and Evaluation through collaboration involving pupil personnel services, curriculum and instruction and participating staff. For purposes of this agreement, at least \$20,000 shall be funded for the 1985-86 school year. A preliminary evaluation shall be completed no later than May 1, 1986. If it is deemed successful, based upon attainment of project objectives, additional funds shall be allocated for the 1986-87 and the 1987-88 school years for expansion to additional elementary and secondary schools.

MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10
AND THE TACOMA EDUCATION ASSOCIATION
CONCERNING GRADE LEVEL REORGANIZATION TRANSITION

This Memorandum of Understanding is entered into by Tacoma School District No. 10 (District) and the Tacoma Education Association (Association), as representative of certificated, nonsupervisory employees of the Tacoma School District, who do hereby agree that the following provisions for the grade level reorganization shall be established. The parties have agreed that the provisions set forth herein shall expire on June 30, 1988. The Agreement between the parties is as follows:

1. Each one-half time or more regular contracted employee shall have the opportunity to work up to two (2) days each school year of the July 1, 1985, to June 30, 1988, collective bargaining agreement.
2. The daily rate of pay for each participant shall be the individual's per diem rate.

In addition, the District will allocate \$410,000 for the 1986-87 school year and \$410,000 for the 1987-88 school year to be used based upon recommendations of a joint subcommittee of the Staff Development Council and the Grade Level Reorganization Steering Committee to facilitate grade level reorganization. This advisory committee shall consist of nine members, including four representatives selected by the Association from employees currently serving on the Steering Committee and Staff Development Council and four selected by the District. The Superintendent/designee shall serve as chair. As a planning parameter, the recommended plan must include possible participation for each employee.

MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10
AND THE TACOMA EDUCATION ASSOCIATION
CONCERNING DAMAGE OR LOSS OF PROPERTY

This Memorandum of Understanding is entered into by Tacoma School District No. 10 (District) and the Tacoma Education Association (Association), as representative of certificated, nonsupervisory employees of the Tacoma School District, who do hereby agree that the following provisions shall be established. The parties have agreed that the provisions set forth herein shall expire on June 30, 1988. The Agreement between the parties is as follows:

The District will reimburse an employee for damage or loss of personal property, vehicles excluded, or personal instructional/educational equipment used by the employee in the course of his/her employment pursuant to the following conditions:

1. The reimbursement shall be subject to a fifty (\$50.00) deductible with a \$1,000.00 maximum reimbursement for each loss.
2. Reimbursement shall be based upon a reasonable estimate of current value.
3. The District may, at the District's discretion, require an employee to show reasonable evidence of theft or damage.
4. An employee must take reasonable care to protect his/her personal instructional/educational equipment.
5. Loss or theft of cash will not be covered.
6. If the loss is covered by an insurance policy carried by the employee, such insurance must be used prior to making a claim to the District.
7. An employee must submit his/her claim on a form provided by the District. The claim for reimbursement must be made to the immediate supervisor/principal within thirty (30) days of the loss or damage, or the claim is waived.
8. The District's obligation under this Memorandum of Understanding is a maximum \$20,000 for each year of the aforementioned collective bargaining agreement.

MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10
AND THE TACOMA EDUCATION ASSOCIATION
CONCERNING EXTRA PAY FOR EXTRA WORK COMMITTEE

This Memorandum of Understanding is entered into by Tacoma School District No. 10 (District) and the Tacoma Education Association (Association), as representative of certificated, nonsupervisory employees of the Tacoma School District, who do hereby agree that the following provisions for the Extra Pay for Extra Work Committee shall be established. The parties agree that the provisions set forth herein shall expire on March 1, 1988. The agreement between the parties is as follows:

1. A joint committee will be established to review extra pay for extra work. Each party will appoint four members to the Committee; the appointments of each party will include one representative from elementary, one from junior high and one from senior high.
2. The Committee shall review the criteria used to establish current coaching stipends, to determine current validity and equity.
3. The Committee will hold hearings from each of the extra pay for extra work areas; that is, athletics, elementary and secondary positions/assignments, etc.
4. The Committee will review and recommend position responsibilities for all extra pay for extra work positions/assignments.
5. The Committee will recommend guidelines to standardize extra pay for extra work for special leadership activities.
6. The Committee will report its final recommendations to the Superintendent and the Association by March 1, annually.

MEMORANDUM OF UNDERSTANDING
BETWEEN TACOMA SCHOOL DISTRICT NO. 10
AND THE TACOMA EDUCATION ASSOCIATION
CONCERNING COMPLIANCE

This Memorandum of Understanding is entered into by Tacoma School District No. 10 (District) and the Tacoma Education Association (Association), as representative of certificated, nonsupervisory employees of the Tacoma School District, who do hereby agree that the following provisions concerning compliance shall be established. The parties have agreed that the provisions set forth herein shall expire on August 31, 1988. The Agreement between the parties is as follows:

Salary compliance for certificated employees of the District shall be determined and salaries adjusted as follows:

The District's authorized basic education average salary, mix factor and derived base will be determined by the appropriate LEAP Document, recognizing that the mix factor lags a year.

The District's actual basic education average salary, mix factor and derived base will be determined by SPI from the S-275 as reported to the State by the District annually.

Salary compliance for the year in issue will be determined by comparing the District's actual derived base for the year with the District's authorized derived base. The District will be in compliance if the District's actual derived base does not exceed the District's authorized derived base.

Should the District be below the compliance level, the amount below compliance will be determined for the Association by multiplying the difference in the average FTE salary for the Association employees on the S-275 report for the prior year by the number of FTE's in the Association reported on the S-275 report for the year in issue. Should the amount exceed \$100,000, an upward

adjustment will be made in the negotiated base salary; provided, however, that the base salary in effect prior to the adjustment will continue to be the basis for those salaries and stipends which are determined based upon a percentage of the base salary.

To the extent this Memorandum of Understanding is in conflict with any provision(s) of the collective bargaining agreement, the provisions set forth in this Memorandum of Understanding shall control and any inconsistent provision(s) of the collective bargaining agreement shall be deemed modified.

APPENDIX I

☐ sex

☐ **race**

☐ age☐ **handicapped**☐ sexual harassment

Filing Date _____

☐ student☐ student☐ employee

Address _____

Telephone Number _____

Nature of Grievance _____

Relief Requested _____

Names and addresses of others involved in the grievance and the nature of their involvement.

Signature of Grievant

Person Receiving Grievance	Date
-----------------------------------	-------------

Date _____

APPENDIX II
SALARY SCHEDULE (EFFECTIVE JANUARY 1, 1985)

STEP	I	PREPARATION LEVEL												
		(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)
1	I	15,379	15,840	16,302	16,917	17,378	17,840	18,455	18,916	19,377	19,993	20,454	20,915	21,531
2	I	16,148	16,609	17,071	17,686	18,147	18,609	19,224	19,685	20,146	20,762	21,223	21,684	22,299
3	I	16,917	17,378	17,840	18,455	18,916	19,377	19,993	20,454	20,915	21,531	21,992	22,453	23,068
4	I	17,686	18,147	18,609	19,224	19,685	20,146	20,762	21,223	21,684	22,299	22,761	23,222	23,837
5	I	18,455	18,916	19,377	19,993	20,454	20,915	21,531	21,992	22,453	23,068	23,530	23,991	24,606
6	I	19,224	19,685	20,146	20,762	21,223	21,684	22,299	22,761	23,222	23,837	24,299	24,760	25,375
7	I	19,993	20,454	20,915	21,531	21,992	22,453	23,068	23,530	23,991	24,606	25,068	25,529	26,144
8	I	20,762	21,223	21,684	22,299	22,761	23,222	23,837	24,299	24,760	25,375	25,837	26,298	26,913
9	I	21,531	21,992	22,453	23,068	23,530	23,991	24,606	25,068	25,529	26,144	26,606	27,067	27,682
10	I	22,299	22,761	23,222	23,837	24,299	24,760	25,375	25,837	26,298	26,913	27,375	27,836	28,451
11	I	23,068	23,530	23,991	24,606	25,068	25,529	26,144	26,606	27,067	27,682	28,143	28,605	29,220
12	I				25,375	25,837	26,298	26,913	27,375	27,836	28,451	28,912	29,374	29,989
13	I							27,682	28,143	28,605	29,220	29,681	30,143	30,758
14	I										29,989	30,450	30,912	31,527

20 years extended service = .05 of base salary

Preparation Level

- (1) Bachelor's Degree
- (2) Bachelor's Degree with minimum of 195 q.h.
- (3) Bachelor's Degree with minimum of 210 q.h.
- (4) Bachelor's Degree with minimum of 225 q.h.
- (5) Bachelor's Degree with minimum of 240 q.h., including 15 graduate
- (6) Bachelor's Degree with minimum of 255 q.h., including 30 graduate
- (7) Master's Degree OR
Bachelor's Degree with minimum of 270 q.h., including 45 graduate
- (8) Master's Degree with minimum of 240 q.h. OR
Bachelor's Degree with minimum of 285 q.h., including 45 graduate
- (9) Master's Degree with minimum of 255 q.h. OR
Bachelor's Degree with minimum of 300 q.h., including 45 graduate
- (10) Master's Degree with minimum of 270 q.h. OR
Bachelor's Degree with minimum of 315 q.h., including 67.5 graduate
- (11) Master's Degree with minimum of 285 q.h. OR
Bachelor's Degree with minimum of 330 q.h., including 67.5 graduate
- (12) Master's Degree with minimum of 300 q.h. OR
Bachelor's Degree with minimum of 345 q.h., including 67.5 graduate
- (13) Earned Doctorate Degree

APPENDIX III

TACOMA PUBLIC SCHOOLS

Key: T - Teacher
H - Holiday
sT - secondary teachers
eT - elementary teachers

School Calendar

1985-86

*-Sept. 2 - Labor Day
T-Sept. 3 - Staff Day
Sept. 4 - Schools open
H-Sept. 18 - Fair Day
Early Dismissal
11:30 a.m.

SEPTEMBER						
S	M	T	W	T	F	S
		*		4	5	6
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Mar. 13-14 - Elem.
Conf. Days - Early
Dismissal 1:00 p.m.
Mar. 13 - End of
Second Quarter
sT-Mar. 14 - Staff Day
for secondary schools
on quarter system
*-Mar. 21 - State
Inservice Day
*-Mar. 24-28 -
Spring Break

MARCH						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	sT	15
16	17	18	19	20	*	22
23	*	*	*	*	*	29
30	31					

*-Oct. 11 - State
Inservice Day (non-
contract day)

OCTOBER						
S	M	T	W	T	F	S
6	7	8	9	10	*	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

APRIL						
S	M	T	W	T	F	S
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

*-Nov. 11-Veterans' Day
Nov. 19-21-Elem. Conf.
Days - Early
Dismissal 1:00 p.m.
eT-Nov. 22-Elem. Conf. Day
Nov. 27 -Early Dismissal-
2:00 p.m.
*-Nov. 28, 29 - Thanks-
giving Break

NOVEMBER						
S	M	T	W	T	F	S
3	4	5	6	7	8	9
10	*	12	13	14	15	16
17	18	19	20	21	eT	23
24	25	26	27	*	*	30

MAY						
S	M	T	W	T	F	S
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	*	27	28	29	30	31

*-May 26 - Memorial
Day Observance

Dec. 2 - End of First
Quarter

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	*	*	*	*	*	28
29	*	*				

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17				

*-Dec. 23 - Jan. 3, -
Winter Break

June 17 - Last Day
of School - Early
Dismissal 12 Noon

Jan. 6 - School resumes
*-Jan. 20 - Martin
Luther King Day
Jan. 28 - End of first
Semester
sT-Jan. 29 - Staff Day
for secondary schools
on semester system

JANUARY						
S	M	T	W	T	F	S
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	*	21	22	23	24	25
26	27	28	sT	30	31	

End of pay periods and dates payroll cards
due in Business Office indicated by ☐

1st - September 13
2nd - October 10
3rd - November 8
4th - December 6
5th - January 10
6th - February 7
7th - March 11
8th - April 15
9th - May 13
10th - June 17

Schools on Semester System:
Midterms end - Nov. 8 and April 11
Semesters end - Jan. 28 and June 17

Schools on Quarter System:
Quarters end - Dec. 2, March 13, & June 17

*-Feb. 14-17 -
Presidents' Day
Break

FEBRUARY						
S	M	T	W	T	F	S
2	3	4	5	6	7	8
9	10	11	12	13	*	15
16	*	18	19	20	21	22
23	24	25	26	27	28	

Exceptions must be approved by the
Superintendent

TACOMA PUBLIC SCHOOLS
Division of Personnel

PROCEDURES FOR REPORTING ABSENCES AND FOR SECURING AND RELEASING SUBSTITUTES

REPORTING ABSENCES:

Certificated staff who will be absent should notify the school or department where their time is certified. Upon return to work, the certificated employee must certify the reason for absence on the appropriate form. If an employee's absence for personal illness exceeds five days, the employee must present a physician's release to his/her supervisor before returning to work.

SECURING SUBSTITUTES:

If a substitute is required, a request can be made by calling the Substitute Office at 593-6690 ANY TIME OF THE DAY OR NIGHT. Between the hours of 3:00 p.m. and 6:30 a.m., a recording device* will record your message and your information should be given in the following order:

PLEASE SPEAK AS CLEARLY AS POSSIBLE

- Your name
- Name of your school
- Subject or grade level
- Any special instructions for the substitute (must be brief)

*SPECIAL NOTE: The recorder may not be used for absences related to extraordinary leave, unless the absence will be charged to family illness leave. When requesting extraordinary leave, contact a secretary in the Substitute Office directly at least 24 hours prior to the requested leave date.

INSTRUCTIONS FOR RETURNING TO WORK:

1. Call your school before 2:00 p.m. the day preceding your return to work, notifying the secretary of your intention to return. An employee MUST call to cancel the substitute.
2. All substitutes will check with the school office prior to leaving the building each day to see if they are to return the next day.
3. If you are unable to call your building to release your substitute before 2:00 p.m. the day preceding your return or there is no secretary available to receive your call, contact the Substitute Office at 593-6690 NO LATER THAN 6:30 a.m. on the day of your return. Indicate your intention to return and give your name and school. An employee MUST call to cancel the substitute.
4. If you have arranged to return to work and find that you are unable to do so, call the Substitute Office at 593-6690 and request that your substitute be "repeated". If available, the same substitute will then be reassigned.
5. If you do not release your substitute in accordance with the approved procedure for releasing a substitute you will have one-half the substitute daily wage deducted from your salary if both you and the substitute report for work for the same position and the substitute is not reassigned.
6. Due to the time limit in assigning and releasing substitutes in the very early mornings, the substitute office recorder should be used for the current day's message only. For messages other than the current day please call the substitute office at 593-6690 after 9:00 a.m.
7. Before these procedures are changed, TEA will be consulted.

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830456

FEBRUARY 20, 1986

MAR 27 1986

*This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.*

Form Approved
O.M.B. No. 1220-0001
Approval Expires 7/31/87

RECEIVED

MAR 10 1986

NEIL HANSON

Director-Employee Relations
TACOMA SCHOOL DISTRICT 10
POST OFFICE BOX 1357
TACOMA, WA. 98401

PREVIOUS AGREEMENT EXPIRED
JUNE 29, 1985

Respondent:

We have in our file of collective bargaining agreements a copy of your agreement(s):

Tacoma Wash Sch Dist 10 Professionals

WITH SINGLE INDEPENDENT ASSOCIATION
STATE OF WASHINGTON

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Janet L. Norwood

JANET L. NORWOOD
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 1850
2. Number and location of establishments covered by agreement 56
3. Product, service, or type of business Education
4. If your agreement has been extended, indicate new expiration date _____

Your Name and Position

Area Code/Telephone Number

Address

City/State/ZIP Code